

# COLLECTIVE AGREEMENT

between the

**Canadian Union of Public Employees  
Local 15  
VMECW**



and the

**British Columbia Union Workers' Union  
BCUWU**



**Effective from January 1, 2021 to December 31, 2022**

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**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15  
VANCOUVER MUNICIPAL, EDUCATION AND COMMUNITY WORKERS  
("CUPE LOCAL 15")  
BC UNION WORKERS' UNION  
("THE UNION")**

CUPE Local 15 is an employer within the meaning of the *Labour Relations Code* of British Columbia. The union is the bargaining authority for certain employees of CUPE Local 15, as defined in *Labour Relations Code* of British Columbia. This collective agreement defines the wages and working conditions for those employees.

**ARTICLE 1 - DEFINITIONS**

**1.1 Regular Worker**

- (a) "*Regular Full-time Worker*" means a worker who is employed full-time for an indefinite period.
- (b) "*Regular Part-time Worker*" means a worker who is employed for an indefinite period but the scheduled hours are set at less than full time.

**1.2 Temporary Worker**

- (a) "*Temporary Full-time Worker*" means a worker who is employed full-time for a definite and limited period of time in excess of one month, which may be extended or curtailed by circumstances that could not be foreseen at the time of hiring.
- (b) "*Temporary Part-time Worker*" means a worker who is employed for a definite and limited period of time in excess of one month at scheduled hours set at less than full time, which may be extended or curtailed by circumstances that could not be foreseen at the time of hiring.

**1.3 Casual Worker**

"*Casual Worker*" means a worker who is employed irregularly as required, or on an on-call basis as required.

**1.4 Building Maintenance Staff**

"*Building Maintenance Staff*" means the Building Maintenance Worker.

**1.5 Office Staff**

"*Office Staff*" means clerical and office staff including Accounting Coordinator, Accounting Assistant, Office Assistant and Office Manager.

**1.6 Field Staff**

"*Field Staff*" means those workers classified as Staff Representative and Job Evaluation Representative.

**1.7 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. Plural.

### **1.8 Singular And Plural**

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

## **ARTICLE 2 - TERM OF THE AGREEMENT**

### **2.1 Term of the Agreement**

This Agreement is for January 1<sup>st</sup>, 2021 to December 31<sup>st</sup>, 2022, both dates inclusive.

### **2.2 Bridging**

If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement will remain in force up to the time an agreement is reached or a legal strike occurs, whichever occurs first.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Security**

- (a) Membership in the Union is a condition of employment.
- (b) No worker will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay.
- (c) All workers covered by the Union's Certificate of Bargaining Authority will pay Union dues by payroll deduction.
- (d) his deduction will become effective on the first (1<sup>st</sup>) day of work but will be made only if the workers are still employed on the final day of the first (1<sup>st</sup>) pay period.
- (e) Deductions will be made for all further employment.
- (f) CUPE Local 15 will also deduct from workers any levies or assessments authorized by the Union.

### **3.2 Bargaining Committee**

- (a) The Union Bargaining Committee will consist of up to three (3) union members, two of which will be paid for by CUPE Local 15.
- (b) Bargaining Committee members will not lose salary or benefits while meeting with CUPE Local 15.
- (c) Union bargaining committee preparation time will be by union book off.
- (d) The Bargaining Committee will constitute the official body for dealing with CUPE Local 15 on all matters arising out of this Agreement.

### **3.3 Union Supplies and Services**

CUPE Local 15 will use unionized services and supplies wherever possible.

### 3.4 Contracting Out

- (a) CUPE Local 15 will not contract out bargaining unit work without agreement of the Union.
- (b) For purposes of this Agreement the term "*contracting out*" will include work performed by volunteers, except that which has traditionally been done with regard to strikes, and activities of CUPE Local 15 committees.
- (c) This Clause will not apply to steps of CUPE Local 15 grievance procedures where members of CUPE Local 15 are specified as representatives by the particular collective agreements.

### 3.5 No Other Agreements

No workers will be required or permitted to make written or verbal agreements with CUPE Local 15 or its representatives which may conflict with the terms of this Agreement.

### 3.6 Union Leave

- (a) Workers delegated by the Union to attend to union affairs may be granted leave without pay.
- (b) This leave will be mutually agreed between the Secretary Treasurer or Executive Designate and the Union and will not be unreasonably withheld.
- (c) Upon the request of the Union, CUPE Local 15 will continue to pay a worker on union leave and will bill the Union for the worker's wages.
- (d) BC Union Workers' Union will cover wages and benefits for any days in excess of a total of twenty (20) working days per year for the bargaining unit on approved union leave.
- (e) Workers who are on union leave will maintain their seniority and will continue to accumulate seniority for the duration of the leave.

## ARTICLE 4 - TEMPORARY POSITIONS

### 4.1 Temporary Positions

- (a) CUPE Local 15 may create temporary positions for a maximum of one (1) year.
- (b) Temporary positions may be extended beyond one (1) year only with the agreement of the Union.
- (c) The provisions of Clauses 4.1(a) and 4.1(b) will not apply to positions which are created solely for the purposes of replacing workers who are on sick leave, vacation or any other leave authorized by this Agreement.
- (d) If permanent workers are promoted or transferred to temporary positions, they will return to their permanent positions when the temporary assignment is completed.
- (e) Workers will retain increment dates and step placement when temporarily promoted.

## ARTICLE 5 - REMUNERATION

### 5.1 Salary Schedule

- (a) Schedule "A" of this Agreement contains the monthly, bi-weekly and hourly rates.

- (b) Effective January 1, 2021 salaries will increase by two percent (2%). Effective January 1, 2022 salaries will increase by two percent (2%).

## 5.2 Increments

- (a) Workers will start at Step 1 of the salary scale and move to Step 2 upon completion of the probationary period as specified in, Clause 12.3.
- (b) In the case of casual workers four hundred and fifty-seven (457) hours of service will equal three (3) months and nine hundred and thirteen (913) hours of service will equal six (6) months.
- (c) Leaves of absence of one half (1/2) of a month or more will cause postponement of the increment, according to the period of the leave.

## 5.3 Calculation of Bi-Weekly and Hourly Rates

- (a) The bi-weekly rates contained in Schedule "A" will be calculated as follows:

Bi-weekly rate = Monthly Rate x 12 (to two decimal places) 26.089

- (b) The hourly rates contained in Schedule "A" will be calculated as follows:

Hourly rate = Bi-weekly Rate (to two decimal places) 70

## 5.4 Acting Senior Capacity

- (a) On every occasion that workers temporarily accept the responsibilities and carry out the duties of positions senior to their normal position, CUPE Local 15 will pay them at the higher rate for every day they carry out the duties of the senior positions.
- (b) Workers acting in senior capacity will retain their normal step placement and increment dates.
- (c) Where there is a single pay rate for the senior positions, the workers will receive the single rate.
- (d) No workers will receive pay for acting senior capacity where they are temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of the senior position due to the compressed work week.
- (e) Except in emergency circumstances workers will have the right to decline acting capacity or promotion. Exercise of this right is not a violation of this Agreement nor is it grounds for discipline.

## 5.5 Shift Premium

- (a) Workers will receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all regularly scheduled hours, or portions of hours, worked: before 8:00 a.m., or after 5:30 p.m., or on Saturday or Sunday.
- (b) Where the majority of workers' regular hours are before 8:00 a.m. or after 5:30 p.m., the shift premium will apply to the entire shift.

## 5.6 Casual Workers

Casual Workers will receive twenty per cent (20%) of their regular earnings in lieu of the following provisions and benefits:

Clause 7.1 Sick Leave

Clause 7.2	Gratuity Plan
Clause 7.3	Family Illness
Clause 7.4	Personal Leave
Clause 7.5	Maternity Leave
Clause 7.6	Parental Leave
Clause 7.7	Maternity and Parental Leave Supplementary Pay
Clause 7.8	Adoption Leave
Clause 7.9	Compassionate Leave
Clause 7.10	Leave of Absence Without Pay
Clause 7.11	Deferred Salary Leave Plan
Clause 7.12	Court Attendance and Jury Duty
Clause 8.1	Vacations
Clause 8.2	Supplementary Vacations
Clause 8.4	Floating Public Holiday
Clause 9.1	Medical Services Plan
Clause 9.2	Extended Health Benefits
Clause 9.3	Dental Plan
Clause 9.4	Group Life Insurance
Clause 9.5	Same Gender Benefit Coverage
Clause 9.6	Benefits Continuance
Clause 9.7	Vancouver Employees' Savings Plan
Clause 9.8	WorkSafe BC Benefits
Clause 9.9	Long Term Disability
Clause 9.10	Training and Career Development
Clause 9.11	Medical Certification
Clause 9.12	Leaving Employment
Clause 9.13	Fitness Club Membership
Clause 9.14	Municipal Pension Plan
Clause 9.15	Benefits for Workers Working Beyond Age 65
Clause 9.16	Benefits for Temporary Workers
Clause 9.17	Employee and Family Assistance Program
Clause 10.5	Parking
Clause 10.6	Bus Passes

## ARTICLE 6 - OVERTIME

### 6.1 Overtime - Office Staff and Building Maintenance Staff

- (a) Any worker required to work overtime will at the time of working the overtime choose to be paid or be credited with compensating time off, except for hours to be banked for Christmas closure per Clause 8.5 of this Agreement.
- (b) Except as provided for in Clauses 6.1(c) and 6.1(d), overtime is defined as time worked outside of a worker's regularly scheduled hours of work.
- (c) Overtime for casual workers who do not work a four (4) day week will apply after the completion of seven (7) hours in a day or on the sixth (6th) and seventh (7th) days of work in a week.

- (d) Workers who choose to be paid for overtime worked will be paid double (2x) their regular hourly rate for all overtime hours worked.
- (e) Office Assistants who choose compensating time off will be credited with double the number of overtime hours worked to be taken off with the approval of the Office Manager. Requests from other staff will be approved by the Secretary Treasurer or Executive designate.
- (f) CUPE Local 15 will pay workers for any unused compensating time off credits at the rate earned either:
  - (1) on August 31<sup>st</sup> of the year following the year in which the credits were earned; or,
  - (2) upon leaving the employ of CUPE Local 15.
- (g) CUPE Local 15 will avoid mandatory overtime for office staff in situations where other satisfactory arrangements are available. Where practicable, CUPE Local 15 will attempt to assign overtime on a voluntary basis.

## 6.2 Callout

- (a) Workers who are called back to work by CUPE Local 15 at any time after they have finished their regular shifts and have left the workplace will be paid double time for a minimum of four (4) hours. The minimum includes one (1) hour for traveling.
- (b) CUPE Local 15 initiated telephone calls to workers at home under one half (1/2) hour duration are not considered callout.
- (c) CUPE Local 15 will avoid mandatory callout of office staff in situations where other satisfactory arrangements are available. Where practicable, CUPE Local 15 will attempt to assign callout on a voluntary basis.

## 6.3 Overtime - Field Staff

- (a) Field Staff may be required to alter their usual hours of work or may be required to work additional hours in order to accommodate the needs of the Employer or the Employer's members. These needs may require the Field Staff to work evenings and weekends and the Field Staff will be required to be flexible in their hours of work.
- (b) Field Staff are not entitled to any overtime premiums for work outside regular working hours or in excess of the regular thirty-five (35) hour work week.
- (c) Any hours worked by Field Staff in excess of the regular thirty-five (35) hour work week will be taken in compensatory time off, on an hour for hour basis, as the Field Staff worker's schedule permits, pursuant to Clauses 6.3(d) and 6.3(e) of this Agreement.
- (d) Hours banked in accordance with Clause 6.3(c) will be taken within the bi-weekly period in which the hours are worked. Temporary or casual workers are required to take any banked time prior to the completion of the assignment, or at the option of the employer will be paid out on an hour for hour basis at the completion of the assignment.
- (e) Any hours banked in accordance with Clause 6.3(c) that are not taken within the same bi-weekly period must be taken off on an hour for hour basis by the end of the quarter following the quarter in which the hours were worked at a time mutually agreeable to the worker and the Secretary Treasurer or Executive designate.

(f) Overtime for temporary field staff workers with a term three (3) months or greater will be compensated in accordance with Clauses 6.3(d) and 6.3(e) of this Agreement.

(g) Temporary Field Staff engaged for a term less than three (3) months and Casual Field Staff shall not work in excess of seven and three quarter (7.75) hours a day or thirty-eight and three quarter hours (38.75) a week. Temporary Field Staff engaged for a term less than three (3) months and Casual Field Staff may request from the President or designate approval to vary start and finish time in order to accommodate attendance at a meeting outside of the mandatory start and finish time.

#### **6.4 Allowances and Expenses**

(a) When workers, except Field Staff, are required to work outside the normal hours of work as described in Clauses 11.1, or 11.3, they are entitled to a paid meal break of one-half (1/2) hour at double their regular rates of pay as follows:

- (1) after completing two (2) hours of continuous work outside the normal hours of work,
- (2) after the completion of each additional three and one-half (3 1/2) hours of work,
- (3) after the completion of each three and one-half (3 1/2) hours of work when workers are scheduled to work or called into work at any time other than immediately before or following their normal hours of work.

(b) Effective November 1, 2018 the meal allowance will be equal to the greater of the Employer bylaw or policy; or

- (1) Twenty dollars (\$20) for lunch, or:
- (2) Thirty dollars (\$30) for dinner

(c) Where CUPE Local 15 supplies a meal, the meal allowance will not apply.

(d) Field Staff are entitled to claim the meal allowance when they are required by the employer to work in excess of ten (10) continuous hours and a further meal allowance is payable when the Field Staff worker is required by the employer to work in excess of fifteen and one-half (15 1/2) continuous hours. This section does not apply when Field Staff workers choose to work in excess of their normal hours as part of their flexible work schedule.

(e) Workers will be reimbursed for actual expenses incurred in the performance of their duties.

(f) Expenses include, but are not limited to:

- (1) parking fees;
- (2) meals, when involved in collective bargaining, arbitrations, Labour Relations Board hearings or working beyond the limits of the Metro Vancouver.

### **ARTICLE 7 - LEAVES OF ABSENCE**

#### **7.1 Sick Leave**

(a) Workers will accumulate up to twelve (12) hours credit, pro-rated to hours worked, on the first (1<sup>st</sup>) day of each calendar month after their first (1<sup>st</sup>) calendar month of employment.

- (b) The maximum accumulation of sick leave credits is one thousand eight hundred and twenty-seven (1827) working hours.
- (c) Entitlement at a given date is the accumulated credit on the first (1<sup>st</sup>) day of the current calendar month less any sick leave with pay taken since that date.
- (d) A deduction will be made from accumulated sick leave credits of all working hours absent with pay due to illness except those resulting from an accident covered by payments from WorkSafe BC. Deductions will be made if the injury is not covered by WorkSafe BC solely because time absent is less than the qualifying period.
- (e) Regular workers with one (1) month continuous service are entitled to an advance of up to thirty-five (35) hours of sick leave with pay.
- (f) Workers with one (1) month of continuous service are entitled to an advance of up to thirty-five (35) hours, pro-rated on hours worked, of sick leave or the maximum they will accumulate during their terms of employment, whichever is less.
- (g) Workers advanced sick leave credits pursuant to Clause 7.1(f), who leave the employment of CUPE Local 15, will repay any owed credits by deduction from their final pay cheques.
- (h) Workers are entitled to full sick leave credits for absence in the following circumstances:
- Accident on the job (WorkSafe BC claim);
  - Leave due to illness, either with or without pay;
  - Leave for active service in Armed Forces.
- (i) When sick leave credits are exhausted, workers will not accumulate further credits unless they return to duty for at least five (5) consecutive working days.
- (j) CUPE Local 15 may require workers requesting sick leave with pay to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that they are unable to carry out their duties due to illness.
- (k) CUPE Local 15 members hired by CUPE Local 15 will have full portability of accumulated sick leave credits.
- (l) This Clause applies only to "*eligible workers*" hired on or before September 5<sup>th</sup>, 2001. Immediately prior to retirement, eligible workers with at least ten years continuous service will be entitled to a special payment or leave of an amount equivalent to fifty percent (50%) of their accumulated sick leave at their current rate of pay subject to the following provisions:
- (1) For those eligible workers who retire after January 1<sup>st</sup>, 2006, they will receive a benefit equivalent to fifty percent (50%) of their accumulated sick leave in either of the following ways:
    - (i) half of the accumulated sick leave credit in cash and half in time off of work prior to retirement;
    - (ii) all in time off of work prior to retirement.
  - (2) The worker may choose either option (i) or (ii), but the worker must notify the employer of the option selected in a timely manner in order for the employer to accommodate the option chosen by the worker.

(m) Where workers are paid wages while absent from employment for any disability other than one for which they would be entitled to receive benefits from WorkSafe BC and later recover these wages or any part from any source, the workers will pay the amount recovered to CUPE Local 15. When CUPE Local 15 receives this amount, it will credit the workers with the number of hours of sick leave proportionate to the amount recovered and the number of hours which they would have earned under the gratuity plan during the period of the disability.

(n) Workers are entitled to up to two (2) hours without loss of pay for each medical and dental appointment. Any time in excess of two (2) hours per appointment will be deducted from accumulated sick leave.

## 7.2 Gratuity Plan

(a) For the purposes of accumulating gratuity credits, the year is divided into quarters:

- January 1 to March 31
- April 1 to June 30
- July 1 to September 30
- October 1 to December 31

(b) Workers are credited with seven working hours for every quarter of continuous service with CUPE Local 15, to a maximum of eight hundred and forty (840) working hours, subject to the following provisions of this Article.

(c) Part-time workers will receive gratuity credits prorated on the percentage of full-time hours worked in each quarter.

(d) A deduction is made from the current quarter's gratuity credits for all hours absent on sick leave with pay, except that the deduction will not exceed seven working hours in any quarter or for any illness.

(e) The total gratuity credited at the end of each quarter will remain regardless of time lost in any following quarter.

(f) Workers commence accumulating from the date of employment and will receive a prorated credit for the first (1<sup>st</sup>) part quarter worked.

(g) CUPE Local 15 may grant workers leave up to the number of gratuity hours that they have accumulated provided:

The minimum gratuity, leave is one (1) hour and the maximum leave is one hundred and forty (140) hours; and gratuity time off requests from Office Assistants will be approved by the Office Manager; and requests from other staff will be approved by the Secretary Treasurer or Executive Designate.

(h) Workers or their estates will receive a cash payment for gratuity hours accumulated in the event of death, permanent disability or leaving the employment of CUPE Local 15.

(i) Workers may delay payment for gratuity or any part for a period not exceeding twelve (12) months. Workers desiring to delay the payment of any gratuity will notify the Secretary Treasurer or Executive Designate prior to the last day of employment. The delayed amount will be paid in a single sum, plus interest at a rate which is the average of the Bank of Canada bank rate over the period of the delay.

- (j) CUPE Local 15 members hired by CUPE Local 15 will have full portability of accumulated gratuity credits.

### **7.3 Family Illness**

- (a) A deduction is made from accumulated sick leave credits for all working hours absent with pay while attending to the illness of immediate family members. Notwithstanding, no employee shall receive family illness, in any month, sufficient to reduce his/her earned sick leave entitlement, in any one (1) month, to less than one (1) day.
- (b) Workers may use a maximum of one hundred and forty-four (144) hours of accumulated sick leave in a calendar year to attend to the illness of immediate family members.
- (c) CUPE Local 15 may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

### **7.4 Personal Leave**

- (a) Full-time workers are entitled to three (3) days of paid "*Personal Leave*" per year.
- (b) Personal leaves of absence granted pursuant to Clause 7.4(a) shall not be cumulative and are not reimbursable upon termination of employment or at any other time.
- (c) Workers exercising the provisions of Clause 7.4(a) shall give CUPE Local 15 as much notice as afforded by the circumstances giving rise to their exercising the provisions of Clause 7.4(a).

### **7.5 Maternity Leave**

- (a) Workers will be granted maternity leave without pay for up to two (2) years.
- (b) A worker requesting maternity leave will do so in writing and will provide a certificate from her doctor stating the estimated date of birth.
- (c) Maternity leave will commence eleven (11) weeks prior to the estimated date of birth or at a later date the worker requests.
- (d) Maternity leave will not end until at least six (6) weeks following the date of birth unless the worker requests a shorter period.
- (e) If a worker desires a shorter period, she must notify CUPE Local 15 in writing at least two (2) weeks before she wishes to return to work and must provide a certificate from her doctor stating she is able to resume work.
- (f) Where a worker gives birth or the pregnancy is terminated before a request for maternity leave is made and the worker requests a leave and provides a certificate from her doctor stating that she has given birth or the pregnancy was terminated on a specified date, CUPE Local 15 will grant her maternity leave.
- (g) Where a worker on maternity leave is, for reasons related to the birth or the termination of a pregnancy as certified by her doctor, unable to return to work at the end of the leave, CUPE Local 15 will grant further leave without pay for a period specified by the doctor but not for a period exceeding six (6) consecutive weeks.
- (h) Subject to the provisions of Clauses 16.9 and 19.2(c), CUPE Local 15 may require a worker to commence a maternity leave when she cannot reasonably perform her duties because of the pregnancy

and to continue the leave until she provides a certificate from her doctor stating that she is able to perform her duties.

(i) CUPE Local 15 will consider the services of a worker on maternity leave continuous for the purpose of any pension, medical or other plan beneficial to her, including vacation, sick leave, gratuity plan and seniority, for the first (1<sup>st</sup>) year of the leave.

(j) CUPE Local 15 will continue to pay its share of the premiums for Superannuation, medical, extended health, group life and dental benefits for the first year of the leave. These benefits will be available during the second year of the leave but the premium costs of the benefits will be paid by the workers.

(k) Vacation, sick leave and seniority will accrue for the duration of the leave.

(l) A worker who returns from maternity leave will return to her previous position with all increments to wages and benefits to which she would have been entitled had she not been on leave.

(m) If CUPE Local 15 has suspended or discontinued operations during the maternity leave and has not resumed operations on the expiry of the leave, CUPE Local 15 will, on resumption of operations and subject to the layoff and recall provisions of Article 14, comply with Clause 7.5(l).

(n) CUPE Local 15 will not terminate a worker or change a condition of her employment because of maternity leave or her pregnancy unless she has been absent for a period exceeding the period of the leave.

(o) The burden of proving that the termination of a worker or a change in a condition of her employment is not because of a maternity leave or her pregnancy is on CUPE Local 15.

(p) If the provisions of the *Employment Standards Act* of BC are amended and provide superior conditions to those contained in this Clause 7.5, the superior provisions will apply.

## 7.6 Parental Leave

(a) Upon request, CUPE Local 15 will grant workers parental leave without pay for up to two (2) years.

(b) CUPE Local 15 will consider the services of workers who are absent on parental leave continuous for the purpose of any pension, medical or other plan beneficial to them, including vacation, sick leave, gratuity plan and seniority, for the first (1<sup>st</sup>) year of the leave.

(c) CUPE Local 15 will continue to pay its share of premiums for all insured benefits for the first (1<sup>st</sup>) year of the leave. These benefits will be available during the second year of the leave but the premium costs of the benefits will be paid by the workers.

(d) Workers will advise the Secretary Treasurer or Executive designate as early as possible of an anticipated leave under this Clause.

(e) Workers who return from parental leave will return to their previous positions with all increments to wages and benefits to which they would have been entitled had they not been on leave.

(f) Workers are entitled to three (3) days leave with pay on the birth of the worker's child or adoption of a child by the worker.

### **7.7 Maternity And Parental Leave Supplementary Pay**

- (a) CUPE Local 15 will provide workers on maternity and parental leave with a Supplemental Employment Insurance Benefit (SEIB) Plan.
- (b) The SEIB Plan is to supplement the Employment Insurance benefits received by workers for temporary unemployment caused by maternity and parental leave.
- (c) Workers must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.
- (d) SEIB is payable for a period during which a worker is not in receipt of Employment Insurance if the only reason for non-receipt is the worker is serving the one (1) week Employment Insurance waiting period.
- (e) SEIB
  - (1) Maternity Leave – The benefit paid under the SEIB Plan is ninety-five percent (95%) of normal gross pay minus Employment Insurance maternity benefits, to a maximum of fifteen (15) weeks.
  - (2) Standard Parental Leave – The benefit paid under the SEIB Plan is ninety-five percent (95%) of normal gross pay minus Employment Insurance standard parental benefits, to a maximum of ten (10) weeks.
  - (3) Extended Parental Leave – The benefit paid under the SEIB Plan is eighty percent (80%) of normal gross pay minus Employment Insurance extended parental benefits, to a maximum of ten (10) weeks.
- (f) Workers do not have a right to SEIB payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in Clause 7.7(e).

### **7.8 Adoption Leave**

- (a) Upon request, workers will be granted adoption leave without pay for up to two (2) years.
- (b) The services of workers who are absent on adoption leave will be considered continuous for the purpose of any pension, medical or other plan beneficial to them, including vacation, sick leave, gratuity plan and seniority, for the first (1<sup>st</sup>) year of the leave.
- (c) CUPE Local 15 will continue to pay its share of premiums for all insured benefits for the first (1<sup>st</sup>) year of the leave. These benefits will be available during the second (2<sup>nd</sup>) year of the leave but the premium costs of the benefits will be paid by the workers.
- (d) Workers will advise the Secretary-Treasurer or executive designate as early as possible of an anticipated leave under this Clause.
- (e) Workers who return from adoption leave will return to their previous positions with all increments to wages and benefits to which they would have been entitled had they not been on leave.

### **7.9 Compassionate Leave**

- (a) Compassionate leave in the case of the death of a worker's spouse or equivalent, or child will be granted with pay for a period not to exceed five (5) working days.

- (b) Compassionate leave in the case of the death of a worker's ward, brother, sister, parent, guardian, grandparent, parent-in-law (including common law or equivalent) or other relative if living in the worker's household will be granted with pay for a period not to exceed three (3) working days.
- (c) Workers who qualify for compassionate leave with pay under Clauses 7.9(a) or 7.9(b), and are required both to attend to the affairs connected with the funeral and to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia will be granted additional leave with pay for a further period of two (2) working days.
- (d) Workers who qualify for compassionate leave under Clauses 7.9(a), 7.9(b) or 7.9(c) will notify the Secretary Treasurer or Executive designate, or Office Manager, as appropriate, who will approve the number of days required in each case.
- (e) Workers who qualify for compassionate leave without loss of pay under Clauses 7.9.(a) or 7.9(b) will be granted such leave when on annual vacation upon request.
- (f) Workers absent on sick leave or WorkSafe BC leave will not be entitled to compassionate leave with pay.
- (g) Upon notification to the Office Manager and the Secretary-Treasurer or Executive Designate:
  - (1) workers will be granted one (1) day a year of Compassionate Leave to attend a funeral as a pall bearer or mourner provided that the day off work is the day on which the funeral occurs;
  - (2) workers may be granted one (1) day of Compassionate Leave to attend the funeral of a relative not covered by Clauses 7.9(a) or 7.9(b) provided that the day off work is the day on which the funeral occurs;
  - (3) workers may be granted one-half (1/2) day of Compassionate Leave to attend a funeral provided that the day off work is the day on which the funeral occurs.

#### **7.10 Leave of Absence Without Pay**

- (a) Workers may be granted a leave of absence without pay for periods up to one (1) year upon written application.
- (b) A leave of absence without pay will be available only after two (2) years of service.
- (c) Workers must provide as much notice as possible when requesting a leave of absence without pay.
- (d) CUPE Local 15 will make every reasonable effort to accommodate a leave of absence without pay.
- (e) Access to the leave of absence without pay provisions will not affect other leave.
- (f) Workers will return to their previous positions when the leave is completed and will continue to accumulate seniority for the duration of the leave.
- (g) Workers will not continue to accumulate length of service for the purpose of Article 8 — "*Vacations and Public Holidays*" and Article 9 - "*Benefits*".
- (h) CUPE Local 15 will continue to provide and pay for full benefit coverage as defined in Articles 8 and 9 during a leave of absence without pay in the following cases:
  - (1) any leave of absence without pay of thirty (30) calendar days or less;

(2) any leave of absence without pay or more than thirty (30) calendar days in any two (2) year period, so long as the purpose of such leave is not to work for remuneration for another employer.

(i) With employee agreement, CUPE Local15 may release an employee to work for a union or governmental organization for a designated term. Any employee requested extension to the original term may be granted at the sole discretion of the employer. An employee may return to work before the end of the original or extended term with two months' notice, or earlier with the agreement of the employer.

### **7.11 Deferred Salary Leave Plan**

(a) Workers may participate in a deferred salary leave plan to fund a leave of absence from employment through salary deferral.

(b) The maximum salary deferral is 33 1/3%. The exact percentage will be set once a year by each worker.

(c) The maximum salary deferral period is six (6) years from the date the deferral started.

(d) Money accrued in the Plan will only be paid out:

- (1) upon resignation, retirement or death; or,
- (2) during a leave of absence without pay, as provided in Clause 7.10; or,
- (3) as provided for in Clause 7.11(e).

(e) Money in the Plan must be paid to the worker no later than the end of the seventh (7<sup>th</sup>) calendar year following the start of the deferral period.

(f) CUPE Local 15 will grant a participating worker a leave of absence without pay at the conclusion of the deferral period.

(g) The leave must be at least six (6) months, unless it is to attend an educational institution, in which case it must be at least three (3) months.

(h) completion of a leave, a worker must return to employment with CUPE Local 15 for a period at least equal to the leave.

(i) Except for administrative costs and as provided for in Clause 7.11(l), CUPE Local 15 will not pay any additional costs or have any savings when compared to payment of full salary followed by a leave of absence without pay.

(j) Office staff and the building service worker who participate in the Plan will have their CTO (overtime) bank capped at one hundred and five (105) hours. Any additional overtime earned when the bank reaches one hundred and five (105) hours will be paid.

(k) Benefits based on salary will be calculated on the unreduced salary as earned.

(l) No benefits based on salary will be paid during a leave except that CUPE Local 15 will continue to pay its share of the premiums for insured benefits.

### **7.12 Court Attendance and Jury Duty**

(a) Workers called for jury duty or as witnesses will be allowed time off during the period of the duty.

(b) The workers' regular pay will be continued and any remuneration received for the duty will be donated to the Vancouver Food Bank or other mutually agreeable organization.

## ARTICLE 8 - VACATIONS AND PUBLIC HOLIDAYS

### 8.1 Vacations

(a) In the first calendar year of service, vacation will be granted on the basis of 1/12th of one hundred and forty (140) working hours for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.

(b) In all following calendar years, vacation will be granted on the following basis:

Calendar Year	# of Working hours
2	140
3	147
4	154
5	161
6	161
7	168
8	168
9	175
10	175
11	182
12	182
13	189
14	189
15	196
16	196
17	203
18	203
19	210
20	210
21	217
22	224
23	231
24	238
25	245
26	252
27	259
28	266
29	273
30 and over	280

(c) Workers who leave employment will receive vacation for the calendar year in which termination occurs on the basis of 1/12<sup>th</sup> of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.

- (d) "*Calendar year*" for the purposes of this Agreement will mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.
- (e) In all cases of terminations of service for any reason, adjustment will be made for any over-payment of annual vacation.
- (f) Workers leaving on Superannuation, or upon leaving on reaching minimum to maximum retirement age, will receive the full year's vacation entitlement.
- (g) Workers who are entitled to annual vacation of one hundred and forty (140) working hours or more in any year:
- (1) will take at least one hundred and five (105) working hours of vacation during the year in which it is earned; and,
  - (2) may defer any part of their annual vacation in excess of one hundred and five (105) working hours, to a maximum of one hundred and forty (140) working hours of deferred vacation.
- (h) In the event of the death of a worker CUPE Local 15 will pay out any unused vacation entitlement to the worker's estate.
- (i) If a CUPE Local 15 member is hired into a position covered by this Agreement, there will be full portability of years of service for vacation entitlement.

## 8.2 Supplementary Vacation

- (a) Workers will be credited with thirty-five (35) working hours of supplementary vacation on January 1<sup>st</sup> of their eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) and forty-sixth (46<sup>th</sup>) calendar years of service.
- (b) Supplementary vacation must be taken within five (5) years of the date credited.
- (c) Schedule "B" contains an explanatory table.

## 8.3 Public Holidays

- (a) Workers are entitled to a day off with pay on the following public holidays:

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

and any other day appointed by the Federal, Provincial or Vancouver Civic governments to be a Public Holiday.

- (b) Office Staff shall receive one (1) paid day during the Christmas office closure in lieu of the Family Day Statutory Holiday.
- (c) When a public holiday falls on either a Saturday or a Sunday, and no other day is proclaimed in lieu of the holiday, CUPE Local 15 will designate either the Friday preceding the holiday or the Monday following the holiday as the day to observe the holiday.

(d) Casual workers will be paid for each public holiday if they have worked fifteen (15) of the preceding thirty (30) calendar days or both the day preceding and the day following the holiday. Casual workers, who meet these criteria, will be paid an amount equal to their average daily hours.

(e) Workers required to work on a public holiday will receive a compensating day off with pay and will be paid double time (2x) for the hours worked. Workers may elect to take time off rather than pay. This section does not apply to Field Staff and Office Staff who are accumulating time for the Christmas closure.

#### **8.4 Floating Public Holiday**

Workers are entitled to one (1) additional public holiday, to be scheduled by mutual agreement between each worker and the Secretary Treasurer or Executive Designate.

#### **8.5 Christmas Office Closure**

(a) The CUPE Local 15 office will be closed between Christmas Day and New Year's Day (Christmas office closure).

(b) Field Staff workers are entitled to leave with pay during the Christmas office closure, in lieu of previous premiums and benefits for overtime hours worked during the year. Field Staff workers recognize that they may be required to deal with any emergency circumstances that arise in regard to CUPE Local 15 members during the Christmas closure.

(c) Office workers and building maintenance staff will use banked hours, vacation days or unpaid leave during the Christmas office closure.

(d) In order to facilitate Office Workers accumulating banked hours for the purpose of the Christmas office closure, CUPE 15 will make its best effort to arrange additional hours of work provided that:

(1) The time of work arranged for the purpose of the Christmas office closure is excluded from the overtime provisions of this Agreement;

(2) The time of work arranged for the purpose of the Christmas office closure will be banked in time-for-time increments of no less than fifteen (15) minutes;

(3) The time of work arranged for the purpose of the Christmas office closure will be time before 8:30 a.m. or after 5:30 p.m. on regular working days, or on weekends, compressed days off or statutory holidays;

(4) The Employer may arrange the time of work for the purpose of the Christmas office closure on the basis of availability or convenience, notwithstanding the seniority provisions of this Agreement.

(e) An office worker, for the purpose of the Christmas office closure, may bank time in increments of no less than fifteen (15) minutes on a time-for-time basis for time worked during their lunch breaks.

### **ARTICLE 9 - BENEFITS**

#### **9.1 Medical Services Plan**

(a) Permanent and temporary workers who work fourteen (14) hours per week or more will be eligible for Medical Services Plan of British Columbia coverage effective the first (1<sup>st</sup>) day of the calendar month following the date of employment.

- (b) Premiums for this plan will be paid one hundred percent (100%) by CUPE Local 15.

## 9.2 Extended Health Benefits

- (a) Permanent and temporary workers who work fourteen (14) hours per week or more will be eligible for Extended Health Benefit Plan coverage effective the first (1st) day of the calendar month following the date of employment.

Bargaining Unit members will pay the twenty-five dollar (\$25.00) deductible for extended health benefits.

- (b) Premiums for this plan will be paid one hundred percent (100%) by CUPE Local 15.
- (c) Extended Health Benefits will include coverage for consultations with a psychologist to an amount not exceeding one thousand dollars (\$1,000.00) per year per worker. In order to obtain this coverage, the Employer will pay up to one thousand dollars (\$1,000.00) in total per year to cover all existing workers.
- (d) Extended health benefits will include vision care to five hundred dollars (\$500) every twenty-four (24) months. The vision care benefit shall be eligible to be applied towards laser surgery.
- (e) Extended Health Benefits will include a Blue Net Card for direct pay for benefits under the Plan.

## 9.3 Dental Plan

- (a) Permanent and temporary workers who work fourteen (14) hours per week or more and were included in a dental plan prior to hiring will be entitled to dental coverage the first (1<sup>st</sup>) day of the calendar month following the date of employment.
- (b) Permanent and temporary workers who work fourteen (14) hours per week or more and who were not included in a dental plan prior to hiring will be entitled to dental coverage after six (6) months of continuous employment.
- (c) Premiums for this plan will be paid one hundred percent (100%) by CUPE Local 15.
- (d) The Dental Plan will provide the following services:
  - Plan A: Basic dental services, paying for one hundred percent (100%) of the approved schedule of fees.
  - Plan B: Prosthetics, crowns and bridges, paying for fifty percent (50%) of the approved schedule of fees.
  - Plan C: Orthodontics, paying for fifty percent (50%) of the approved schedule of fees. Plan C will apply to all persons insured, including workers and spouses, and will have a lifetime maximum benefit payable of three thousand dollars (\$3,000.00) per person covered.

## 9.4 Group Life Insurance

- (a) Permanent and temporary workers will be insured under a group life insurance policy approved by the Union effective the first (1st) day of the calendar month following the date of employment.
- (b) This policy includes, among other benefits, coverage for each worker equal to one and one-half (1½) times the worker's basic annual salary computed to the next highest one thousand dollars (\$1,000.00), subject to the terms and conditions of the Group Life Insurance Policy.

- (c) Premiums for this plan will be paid one hundred percent (100%) by CUPE Local 15.

#### **9.5 Same Gender Benefit Coverage**

CUPE Local 15 will ensure that all benefit contracts it enters into will provide coverage for same gender relationships.

#### **9.6 Benefit Continuance**

CUPE Local 15 will continue to pay its portion of the premium payments for workers who are on Sick Leave Without Pay or on Long Term Disability.

All current regular bargaining unit employees shall be grand-parented under the provisions of Clause 9.6 of the January 1, 2013 — December 31, 2014 Collective Agreement.

Regular bargaining unit employees hired after the date of ratification shall be provided with the continuation of benefit premiums when on Sick Leave Without Pay or Long Term Disability benefits on the following basis:

<b>Length of Employment</b>	<b>Benefit Premium Continuance</b>
<b>0-2 years</b>	<b>2 years</b>
<b>3 years</b>	<b>3 years</b>
<b>4 years</b>	<b>4 years</b>
<b>5 years</b>	<b>5 years</b>
<b>6 years</b>	<b>6 years</b>
<b>7 years</b>	<b>7 years</b>
<b>8 years</b>	<b>8 years</b>
<b>9 years</b>	<b>9 years</b>
<b>10 years</b>	<b>Until retirement or recovery</b>

#### **9.7 Vancouver Employees' Savings Plan**

CUPE Local 15 will contribute two percent (2%) of salary to the Vancouver Employees' Savings Plan and each worker will contribute the same amount.

#### **9.8 Worksafe BC Benefits**

- (a) Workers receiving wage loss benefits from WorkSafe BC will pay all monies received from WorkSafe BC to CUPE Local 15 who will continue to pay the workers their full wages.
- (b) This Clause 9.8 will not apply to workers receiving payments from WorkSafe BC for a recurrence of an injury or ailment suffered prior to employment with CUPE Local 15.

### 9.9 Long Term Disability

- (a) Premiums for this plan will be paid one hundred percent (100%) by the workers.
- (b) CUPE Local 15 will deduct and remit plan premiums on behalf of the workers.

### 9.10 Training and Career Development

- (a) Training - CUPE Local 15 commits to make every reasonable effort, including paying for course fees, providing training time during regular work hours or equivalent time off, or assisting in the development of courses, within the constraints of budget and resource availability, to ensure that all workers receive the training required for them to do their jobs in an efficient and effective manner.
- (b) Career Development - With the prior approval of CUPE Local 15, CUPE Local 15 will pay fees and provide leave with pay for a minimum of five (5) days per calendar year to enable workers to attend any course, seminar or workshop related to their career aspirations with CUPE Local 15. The leave or fee payment will not be unreasonably withheld.
- (c) Where workers request or are requested and agree to attend a course, seminar or workshop as set out in Clause 9.10(a) or (b), on their own time, they will receive equivalent time off with pay for the time spent attending the activity.
- (d) This time, when claimed for career development, will be deducted from the five (5) day time off entitlement referred to in Clause 9.10(b).
- (e) This time off will be scheduled by mutual agreement of the workers entitled to it and the Secretary Treasurer or Executive Designate.

### 9.11 Medical Certificates

When workers are requested to provide medical certificates, CUPE Local 15 will pay the cost.

### 9.12 Leaving Employment

When workers leave employment CUPE Local 15 will consider appropriate recognition for service to CUPE Local 15.

### 9.13 Fitness Club Membership

CUPE Local 15 will equally share the cost of membership in a fitness club, facility or program, with preference given to those that are unionized, to a maximum of one hundred and seventy-four dollars and eighty-three cents (\$174.83) per worker per year. This amount will be adjusted January 1<sup>st</sup> of each year by the increase in the Vancouver Consumer Price Index.

### 9.14 Municipal Pension Plan

- (a) All provisions of the *Municipal Pension Act* will apply. All permanent workers will be enrolled in the Municipal Pension Plan as per the *Municipal Pension Plan Act*.
- (b) Upon completion of a worker's probationary period, the employer and the employee agree to remit contributions retroactive back to the worker's date of hire to the Municipal Pension Plan.
- (c) The Employer will adhere to the Act. Temporary workers and casual workers may elect to contribute if they have completed two (2) years of continuous employment with earnings of not less

than thirty-five percent (35%) of the year's maximum pensionable earnings of the Municipal Pension Plan unless the employee has provided written confirmation that they do not wish to participate.

(d) Effective July 1<sup>st</sup>, 2011, when an employee is barred from further contributions to the Municipal Pension Plan as per Clauses 5(2)(a) and (b) of the Municipal Pension Plan Rules, the Employer, CUPE Local 15 VMECW, 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 upon mutual agreement between the BC Union Workers' Union and the Employer.

**9.15 Benefits for Workers Working Beyond Age Sixty-Five**

Workers working past age sixty-five (65) will continue to receive all benefits, except when prohibited by the plan.

**9.16 Benefits for Temporary Workers**

(a) This Clause 9.16 applies to the following benefits:

Clause 9.1	Medical Services Plan
Clause 9.2	Extended Health Benefits
Clause 9.3	Dental Plan
Clause 9.4	Group Life Insurance
Clause 9.7	Vancouver Employees' Savings Plan
Clause 9.9	Long Term Disability
Clause 9.14	Municipal Pension Plan

and to Vacation (Clause 8.1) and Gratuity Plan (Clause 7.2) entitlements.

(b) Temporary workers who are not from the CUPE Local 15 membership will be eligible for the benefits listed in Clause 9.16(a) as provided for in the appropriate clauses.

(c) Temporary workers who are from the CUPE Local 15 membership and who are in receipt of benefits will continue to receive their benefits from their regular employers. If any benefit coverage received by these workers is less than that provided in this Collective Agreement, CUPE Local 15 will reimburse the workers an amount equivalent to the difference at the end of their terms.

(d) If workers covered by Clause 9.16(c) do not have access to any of the benefits listed in Clause 9.8(a), they will be eligible for those benefits as provided for in the appropriate clauses.

(e) Temporary workers who are not in receipt of benefits may elect either to receive the benefits listed in Clause 9.16(a), as provided for in the appropriate clauses, or to receive twenty percent (20%) in lieu of all the benefits listed in Clause 9.16(a). Workers who elect to receive the twenty percent (20%) will be entitled to the sick leave provisions contained in Clause 7.1.

(f) Temporary workers who are not from the CUPE Local 15 membership will be eligible for prorated gratuity plan entitlement as contained in Clause 7.2.

(g) Temporary workers who are from the CUPE Local 15 membership and who are entitled to vacation and gratuity plan entitlements will continue to receive their vacation and gratuity plan entitlements from their regular employers. If any entitlement received by these workers is less than that provided in

this Collective Agreement, CUPE Local 15 will provide the workers with additional time off with pay, on a prorated basis, or pay them an equivalent amount if the time off is not taken.

#### **9.17 Employee and Family Assistance Plan**

- (a) CUPE Local 15 will maintain the existing Employee and Family Assistance Plan during the life of the Collective Agreement.
- (b) A Joint Committee will be formed to review the plan and the carrier. It is the responsibility of the Joint Committee to review the carrier and the details of plan.

#### **9.18 Compensation for Cellular Telephones**

Field Staff shall be paid a monthly allowance of sixty dollars (\$60) monthly effective November 1, 2018 as reimbursement for cellular phone use on the Employer's behalf.

#### **9.19 Quit Smoking**

CUPE Local 15 agrees to pay the cost of any quit smoking program that may be mutually agreed to during the term of this Agreement.

#### **9.20 Professional, Insurance, and Association Fees**

The Employer will pay professional, insurance, and association fees that are held by the employee and benefit the Employer.

### **ARTICLE 10 - TRANSPORTATION**

#### **10.1 Field Staff Vehicle Allowance**

- (a) Field Staff will be compensated with a Vehicle Allowance in the amount of six hundred and twenty-five dollars and forty-seven cents (\$625.47) per month as of January 1<sup>st</sup>, 2011.
- (b) Field Staff employed on a temporary basis will be compensated with the Vehicle Allowance set out in 10.1(a) in weekly increments for the duration of their employment.
- (c) The Vehicle Allowance will be indexed by an amount equal to the CPI for Vancouver on January 1<sup>st</sup> of each year of this Agreement.
- (d) After six (6) consecutive months on paid leave or after one (1) month on unpaid leave, Field Staff will lose their entitlement to the Vehicle Allowance. Entitlement to the vehicle allowance will be reinstated on their return to work.

#### **10.2 Field Staff Insurance Coverage**

- (a) Field Staff, on presentation of a valid BC driver's license, will be compensated for the amount of premiums charged at the maximum Safe Drivers' Discount for the use of their vehicle for employment purposes:
  - (1) Business use
  - (2) Collision coverage with a three hundred dollar (\$300) deductible
  - (3) Comprehensive coverage with a three hundred dollar (\$300) deductible
  - (4) Glass coverage with a two hundred dollar (\$200) deductible
  - (5) Third-party liability coverage in the amount of five million dollars (\$5,000,000)

(6) RoadStar coverage

(b) Insurance premium costs resulting from the loss or reduction of the maximum Safe Drivers' Discount will be paid by the Field Staff employee.

(c) Insurance premium charges for coverage greater or other than that set out in Clause 10.2(a) will be paid by the Field Staff employee.

(d) Field Staff employed on a temporary basis will be compensated in accordance with Clauses 10.2(a), (b) and (c) for the period of time at least equivalent to their period of employment.

### **10.3 Field Staff Fuel Allowance**

(a) Field Staff will be paid for fuel purchased for the operation of their vehicle used for employment purposes, with the following exceptions:

(1) During vacation (where applicable); or,

(2) During absence from work on a leave, with or without pay, of five (5) consecutive days or longer; or,

(3) During personal trips outside of a two hundred and forty (240) kilometer radius of the office; or,

(4) When the Field Staff employee is without a valid BC driver's license.

### **10.4 Field Staff Transportation - Vehicle Alternative**

Field Staff employed on a temporary basis may elect not to provide a vehicle for employment purposes. In such instances, the Field Staff employee will be reimbursed for receipted work-related transportation expenses.

### **10.5 Parking**

(a) All workers who are required to use a vehicle to conduct CUPE Local 15 business will be provided a free parking space.

(b) In the event that there are insufficient parking spaces available on CUPE Local 15 property to meet the requirements in Clause 10.5(a), CUPE Local 15 will assign spaces by seniority and will meet additional needs by renting parking spaces within a two (2) block radius.

(c) After meeting the requirements of Clause 10.5(a), any remaining parking spaces on CUPE Local 15 property will be available on the basis of seniority to office staff who do not choose to receive a metro transit bus pass as provided in Clause 10.6, Bus Passes.

### **10.6 Bus Passes**

(a) All regular workers and temporary workers who work full-time and who are not required to use a vehicle for CUPE Local 15 business will, upon request, be reimbursed for the cost of a monthly metro transit bus pass.

(b) Occasional bus riders' fares will be reimbursed by CUPE Local 15 if a receipt is provided.

(c) All Casual Workers who are not required to use a vehicle for CUPE Local 15 business will, upon request, be reimbursed for the cost of their daily metro transit costs.

## ARTICLE 11 - HOURS AND DAYS OF WORK

### 11.1 Work Week - Office Staff

- (a) All full-time permanent and temporary office staff will work a four (4) day week unless it is agreed between the Union and CUPE Local 15 that another work schedule will apply.
- (b) Casual office staff will work a seven (7) hour day from 9:00 a.m. to 5:00 p.m. with a one (1) hour unpaid meal break and will work a five (5) day week from Monday to Friday. The other provisions of this Clause 11.1 will not apply to these workers. When casual workers are hired to replace permanent workers or when operational requirements permit, casual workers will work a four (4) day week and the other provisions of Clause 11.1 will apply. Casual workers working a four (4) day week will be paid one-half (1/2) of the appropriate bi-weekly wage contained in Schedule "A" for each week of work.
- (c) The normal hours of work will be 8:30 a.m. to 5:30 p.m. with a period of forty-five (45) minutes for lunch and two (2) fifteen (15) minute rest periods in each day. These hours may be adjusted by mutual agreement.
- (d) Workers will work four (4) days between Monday and Friday. The day off will be Monday or Friday unless another day is mutually agreed upon. Days off will be chosen by seniority but will be balanced as evenly as possible between the Monday and Friday.
- (e) When a public holiday is observed, workers will work the remaining four (4) days of that work week.
- (f) When Christmas Day and Boxing Day are observed during the same workweek, workers will work three (3) days that week and five (5) days the preceding week.
- (g) For overtime purposes, the normal work day will be eight and one-quarter (8 1/4) hours.
- (h) For the purposes of vacation, sick leave and other provisions providing for leave with pay, a day will equal eight and one-quarter (8 1/4) hours.
- (i) Whenever any doubt arises as to how benefit conversion should be made, the basic principle is that there will be no additional salary or benefit cost to CUPE Local 15 and no reduction in the salaries or benefits of workers.
- (j) Working hours for the four (4) day week were calculated as follows:
- 365.25 days per year [365+365+365+366]
- 1826.25 hours per week for a five (5) day week: [(365.25 days per year x 5/7) x 7 hours per day]
- 84 hours for public holidays: (12 public holidays per year x 7 hours per day)
- 1742.25 hours per year (1826.25 — 84 hours)
- 52.178 weeks per year: (365.25 / 7 days per week)
- 208.714 working days per year: (52.178 x 4 days per week)
- 8.3475 hours per day (1742.25 / 208.714)
- That is, 8 hours, 22 minutes, 30 seconds per day
- Less 7 minutes, 30 seconds per day (a 30 minute paid rest break per week / 4 working days)

= 8 hours, 15 minutes

### **11.2 Work Week - Field Staff**

- (a) The normal days of work will be Monday to Friday, with one (1) day each two (2) weeks to be taken off and normal hours of work will be seventy (70) hours in a bi-weekly period.
- (b) The day off will be by mutual agreement of the worker and the Secretary Treasurer or Executive Designate. A normal day will be 7.75 hours and will include two (2) fifteen (15) minute rest periods and a forty-five (45) minute lunch period.
- (c) There will be no mandatory start or finish time as Temporary Field Staff with a term of three (3) months or greater and permanent Field Staff will be permitted to alter their hours in order to accommodate the needs of CUPE Local 15 and its members. These employees will be flexible in their work hours and will attend evening and weekend duties as necessary.
- (d) Temporary Field Staff with a term less than three (3) months and Casual Field Staff shall work within the hours of 8:30 a.m. and 5:30 p.m. unless prior approval has been obtained from the President or designate.

### **11.3 Work Week - Building Maintenance Staff**

- (a) As a Regular Part-time worker, hours of work will be twenty (20) hours per week, to be scheduled by mutual agreement between the Union and CUPE Local 15. At the request of the Employer, with mutual agreement and reasonable notice, the hours may be extended to a maximum of seven (7) hours per day, thirty-five (35) hours per week on an intermittent basis.
- (b) Workers will be entitled to one (1) fifteen (15) minute rest period for each four (4) hour period (or portion) of work for each day.

### **11.4 Minimum Daily Hours**

Workers reporting to work for their regularly scheduled shifts will be entitled to their regular rate of pay for the entire period spent at work with a minimum in any day of four (4) hours pay.

## **ARTICLE 12 - VACANT POSITIONS**

### **12.1 Filling Vacancies**

- (a) Before filling any vacant permanent position, notice of the vacancy will be posted on the bulletin board and mailed to all workers on leave at least seven (7) calendar days prior to the closing date for the posting.
- (b) External advertising of the vacancy may be carried on simultaneously.
- (c) Before filling any vacant temporary Field Staff position that will exceed seventy (70) days excluding Saturdays and Sundays, or any other vacant temporary position, the process contained in Clauses 12.1(a) and 12.1(b) will be followed.
- (d) Should a temporary Field Staff position which did not require posting as required in Clause 12.1(c) ultimately exceed or at any time be expected to exceed seventy (70) days excluding Saturdays and Sundays, it will be posted at that time.

(e) For unposted temporary Field Staff positions, permanent and temporary workers may compete on an equal basis with outside applicants. The most qualified applicant will be awarded the position.

(f) Permanent and temporary workers who are currently filling posted positions and who are qualified will have preference over all other applicants except as provided in Clause 12.1(e).

### **12.2 Promotional Policy**

(a) Subject to the provisions of Clause 12.1, where more than one (1) qualified worker applies for a vacant position, the senior qualified worker will be given the position.

(b) On promotion or transfer of permanent workers to new positions, they will serve a trial period in the new positions before being confirmed in the appointments.

(c) Trial periods will be six (6) months for Office Staff and Building Maintenance Staff and twelve months (12) for Field Staff.

(d) If the appointments are not confirmed, the workers will revert to their previous positions or to positions of equal value for which they are qualified.

(e) When a position within the bargaining unit is filled by a union member, increment dates and step placement will be retained.

### **12.3 Probationary Period**

(a) New permanent office staff will be placed in a probationary capacity until the completion of up to six (6) months service.

(b) New permanent field staff and building maintenance staff will serve a probationary period of up to twelve (12) months.

(c) Continuous temporary service will count toward the probation period.

(d) The probationary period will be used to determine workers' suitability for permanent employment in their positions.

(e) At any time during that period, the employment of probationary workers may be terminated if it can be satisfactorily shown that the workers are unsuitable for permanent employment.

(f) Probationary workers' suitability for permanent employment will be decided on the basis of factors like:

- (1) the quality of work;
- (2) conduct;
- (3) capacity to work harmoniously with others;
- (4) ability to meet production standards set by CUPE Local 15.

(g) If probationary workers continue in the same positions on a permanent basis, seniority, holiday benefits and other conditions based on length of service will be based on the original date of employment.

## **12.4 Reappointment**

Workers who are reappointed within twelve (12) months of their departure will receive credit for their length of service for benefit and vacation entitlement, the portion of gratuity credits not paid out and sick leave credits accumulated prior to their departure.

## **12.5 Temporary Reappointment Rights**

- (a) Temporary office staff will have the right of first refusal for all extensions and subsequent temporary vacancies in the position, providing their performance has been satisfactory. Current temporary staff will be considered for subsequent temporary vacancies in the classification previously held, providing their performance has been satisfactory.
- (b) The right of first refusal will be in effect for a period of sixty (60) calendar days from the expiry of their last appointment in the position and will be offered on the basis of seniority.
- (c) Workers will keep CUPE Local 15 advised of their availability on a bi-weekly basis.
- (d) Refusal of a reappointment offer, without reasonable grounds, will result in the loss of this benefit for the position offered.

## **ARTICLE 13 - SENIORITY**

### **13.1**

Seniority is defined as length of service in the bargaining unit and will be applied on a bargaining unit wide basis.

### **13.2**

Seniority will be applied in the following instances where preference between workers is to be determined:

- (a) promotions, acting senior capacity, transfers, bumping and recall, providing the workers are able to perform the work.
- (b) access to preferred shifts, vacations and other working conditions.

### **13.3**

No workers will suffer loss of seniority due to absence resulting from injury, sickness or officially granted leave of absence, provided that this provision will not apply to any workers who have voluntarily resigned or been legitimately discharged for cause.

### **13.4**

No workers will suffer loss of seniority due to absence resulting from a compulsory layoff unless they have been offered recall to a position equivalent to the one previously held and they have not accepted the recall.

### **13.5**

Seniority for full-time workers will be calculated on the basis of start date.

**13.6**

Seniority for casual workers will be based on total accumulated hours.

**13.7**

CUPE Local 15 will maintain a seniority list and provide the Union with an up to date copy, once (1x) each year by January 15<sup>th</sup>.

**ARTICLE 14 - LAYOFF AND RECALL****14.1**

CUPE Local 15 will notify workers who are to be laid off one (1) month plus one (1) additional week for each year or partial year of service prior to the effective date of layoff, or award pay in lieu, unless a greater period of notice is required by legislation, in which case the greater period of notice, or pay in lieu, will be given.

**14.2**

In the event of layoff, workers will be laid off in the following sequence:

- (a) Casual Workers
- (b) Temporary Workers
- (c) Permanent Workers

**14.3**

Permanent and temporary workers will have bumping rights, subject to their ability to do the job, in accordance with their seniority.

**14.4**

Temporary workers will only be able to bump other temporary workers.

**14.5**

Workers must exercise their bumping rights under this Clause not later than five (5) days following receipt of notice of lay off.

**14.6**

Workers who bump into positions that have a lower rate of pay will continue to receive their higher rate of pay and will receive all wage increases and increments.

**14.7**

Permanent workers who do not bump may elect to go on a recall list for a period of three (3) years. Workers on the recall list may elect severance pay as provided for in Clause 14.16 at any time during the three (3) year recall period.

**14.8**

Permanent workers who elect to be on the recall list will be recalled in the order of their seniority, where jobs become available, provided they have the ability to perform such jobs following a trial or reasonable training period.

**14.9**

If workers are offered recall to temporary assignments, the recall period will be extended by the length of the temporary assignments. Workers will not be required to accept recall to temporary assignments.

**14.10**

CUPE Local 15 will give notice of recall by registered mail to workers.

**14.11**

Workers will return to work within seven (7) working days from the time that they receive notice of recall unless, on reasonable grounds, they are unable to do so or the position available is of lesser value than the position occupied at the time of layoff.

**14.12**

No new workers will be hired into positions which could be filled by those laid off unless those laid off have been given the opportunity of recall.

**14.13**

Laid off workers who wish to be notified of job vacancies other than those to which they have recall rights, may signify their desire in writing prior to lay-off and will be entitled to apply for such jobs. A copy of the worker's request will be given to the worker and sent to the Union.

**14.14**

Eligibility for recall and notification of vacant positions will continue for three (3) years or until a permanent worker accepts severance pay or until a permanent worker has been offered recall to a position equivalent to the one previously held and the worker does not accept the recall.

**14.15**

Workers with two (2) years continuous service or more will not be subject to lay-off unless substantial reductions in the work requirement of CUPE Local 15 due to a substantial decline in CUPE Local 15 membership or change in policy by the CUPE Local 15 membership can be documented.

**14.16**

Subject to Clause 14.17, CUPE Local 15 will pay laid off permanent and temporary workers severance pay as follows:

Less than two (2) years of service	1 months' pay
Two (2) years or more but less than four (4) years continuous service	2 months' pay
Four (4) years or more but less than six (6) years continuous service	3 months' pay

Six (6) years or more but less than eight (8) years continuous service	4 months' pay
Eight (8) years or more but less than ten (10) years continuous service	5 months' pay
Ten (10) or more years continuous service	6 months' pay

**14.17**

Severance will be paid at the rate of pay in effect when workers receive layoff notice. Workers who elect severance pay will be removed from the recall list except for workers with ten (10) years or more seniority, who shall receive recall rights. Such recall rights shall be granted on the basis of one (1) month per year for every year of service over ten (10) years to a maximum of twelve (12) months recall rights.

**14.18**

This Article 14 does not apply to temporary workers whose assignments conclude at the end of their prescheduled duration or at the end of any agreed upon extension.

**14.19**

CUPE Local 15 will continue to provide MSP, EHB and Dental Benefits for a period identified under Clauses 14.1 and 14.17.

## **ARTICLE 15 - HEALTH AND SAFETY**

**15.1 Health and Safety Committee**

- (a) There will be a Health and Safety Committee consisting of up to two (2) representatives of the Union and up to two (2) representatives of CUPE Local 15.
- (b) The Committee will meet upon the request of either party.
- (c) The Committee will operate in accordance with the WorkSafe BC regulations.
- (d) The Committee will attempt to resolve all occupational health and safety issues.
- (e) If the Committee is unable to resolve an issue, either party may refer the issue to WorkSafe BC or to the grievance procedure commencing at Step 2.
- (f) (f) Nothing in this Clause restricts the rights of workers or the Union to contact WorkSafe BC when there is reasonable cause to do so.

**15.2 First Aid Attendants**

- (a) The Union will designate one (1) worker to act as First Aid Attendant. The attendant must re-qualify in order to receive the premium every two (2) years. A qualified back up attendant will only receive the premium when the primary first aid attendant is not at work. The premium will be one dollar (\$1.00) per hour.
- (b) The training required to obtain and maintain a Safety Oriented First Aid (SOFA) Certificate for the designated attendants will be paid for by CUPE Local 15.
- (c) The training will, if possible, be provided during regular working hours without loss of pay.

- (d) If training, including study time, is required outside of regular working hours, the overtime provisions of Article 6 will apply.

## **ARTICLE 16 - WORKER RIGHTS AND PROTECTIONS**

### **16.1 Human Rights**

CUPE Local 15 will not discriminate against workers with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities, or sexual orientation.

### **16.2 Sexual Harassment**

- (a) There will be no sexual harassment.
- (b) Sexual harassment is any sexually oriented practice that places workers 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 sexual harassment will be processed as a grievance.

### **16.3 Personal Duties**

- (a) Workers will not be required to perform duties which do not contribute to the work of CUPE Local 15 for other workers, supervisory staff, CUPE Local 15 officials or other CUPE Local 15 members.
- (b) Refusal to perform personal duties will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

### **16.4 Files**

- (a) Workers will have full access to any files which contain information regarding them.
- (b) Workers will be provided with a copy of any material to be placed in their files, clearly indicating its placement.
- (c) CUPE Local 15 will not introduce as evidence in any hearing any document which the workers were not made aware of at the time of its filing.
- (d) Negative material will be removed from workers' files twelve (12) months after the incident, provided there has been no further related reprimand or other discipline.

### **16.5 Picket Lines**

- (a) Workers have the right to refuse to cross picket lines.
- (b) To refuse to cross a picket line will not be considered a violation of this Agreement nor will it be grounds for disciplinary action.

**16.6 Working Alone**

- (a) In the interests of ensuring that CUPE Local 15, as far as possible, provides a safe and secure working environment, any workers who are placed in the position of working alone during regularly scheduled hours will be permitted to lock the exterior doors of the building.
- (b) This Clause does not apply to lunch periods.

**16.7 Worker Protection**

- (a) CUPE Local 15 will pay all fines or legal costs assessed against any of its workers when such fines or legal costs are incurred in the performance of work on behalf of CUPE Local 15.
- (b) Should workers be imprisoned as a result of performance of duty for CUPE Local 15, all salary and benefits will continue to be paid.

**16.8 Job Protection**

In the event that CUPE Local 15 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.

**16.9 Pregnant, Older and Disabled Workers**

- (a) In cooperation with the Union, CUPE Local 15 will make every reasonable effort to maintain employment for pregnant, older and disabled workers in receipt of a medical certificate advising against performing their regular duties by providing these workers with work that is compatible with their abilities but that does not create unnecessary work.
- (b) Actions such as temporary or permanent transfers or temporary or permanent restructuring of jobs will be considered and implemented, subject to agreement with the Union.

**16.10 Excess Workload**

- (a) When workers or the Union believe the workload has exceeded expectations they will provide the Secretary Treasurer or Executive Designate with a written report describing the workload issue with a recommendation for consideration.
- (b) The Secretary Treasurer or Executive Designate will analyze the situation and respond in writing.
- (c) If the matter is not resolved, the Union may refer it to the Labour Management Committee for review and a recommendation to the CUPE Local 15 Staff Advisory Committee for resolution.

**16.11 Labour Management Committee**

The Labour Management Committee (LMC) will meet at least quarterly, however, if necessary, may meet more often. The LMC will deal with issues and matters that arise in the workplace with the view of achieving mutually agreeable solutions. The LMC does not impede the right of either party to use the grievance process within the collective agreement. The LMC will review the on-going training and upgrading needs of all workers.

**16.12 Yearly Statement**

Workers will receive a statement of their balance of vacation, sick leave, gratuity days, CTO, lieu time and any other credits by December 31st of each year.

**16.13 Protective Clothing**

CUPE Local 15 will provide clean protective clothing for dirty jobs and other safety equipment or clothing as required, for use on the job only.

**16.14 Complaints**

- (a) If CUPE Local 15 members make complaints against workers and if CUPE Local 15 wishes to pursue these complaints, the process contained in Clause 16.14 will be followed.
- (b) The complaint will be in writing.
- (c) Within twenty (20) days the workers concerned will be provided with the complaint and will have the opportunity to respond. Such response shall be within twenty (20) working days.
- (d) If the complaint is to be pursued further it will be investigated by the CUPE Local 15 President or Executive Designate within twenty (20) working days. The employee will be immediately informed whether the matter will be forwarded to the Staff Advisory Committee as per step 16.14(e).
- (e) If the complaint is to be pursued still further, the Staff Advisory Committee will hold a meeting to discuss it within twenty (20) working days from the completion of the President or Executive Designates investigation. The complainant and the worker shall have the option of attending that meeting.
- (f) Workers and/or a Union Representative may attend any meeting to discuss a complaint.
- (g) The Staff Advisory Committee shall report its decision to the worker within twenty (20) working days of its decision.
- (h) Should CUPE Local 15 wish to take disciplinary action arising from the complaint, the worker will be notified within a reasonable time and the worker will have recourse to the grievance procedure.
- (i) Should workers make complaints against CUPE Local 15 members, the above process will be followed.

**16.15 Dismissal and Suspension**

- (a) Workers who allege wrongful dismissal, suspension or discipline by CUPE Local 15 will be entitled to have their grievance settled in accordance with the Grievance Procedure in Clause 17.1.
- (b) If the workers are found by an Arbitrator to be dismissed, suspended or disciplined for other than proper cause, the Arbitrator may:
  - (1) direct CUPE Local 15 to reinstate the workers and pay them a sum equal to the wages lost through the dismissal, suspension or discipline, or such lesser sum as the arbitrator considers fair and reasonable; or
  - (2) make another order that the arbitrator considers fair and reasonable, having regard to the terms of this Agreement.
- (c) Workers who are reinstated by an Arbitrator will be reinstated without loss of seniority.

**ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE****17.1 Grievance Procedure**

(a) 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 Clause 17.1

(b) Complaint Stage

(1) A worker will take up the matter with the Secretary-Treasurer or the Executive Designate 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.

(2) The Employer will respond, in writing, within fifteen (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 15 Staff Advisory Committee within fifteen (15) working days of receiving a response from the employer or within thirty (30) working days of the complaint stage meeting.

(d) Grievance Stage

(1) 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.

(2) The Employer shall respond in writing to the worker and the Shop Steward or union representative within fifteen (15) working days of the grievance meeting.

**17.2 Policy Grievances**

Where the Union or CUPE Local 15 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.

**17.3 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 Clause 17.1(d)(2), 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.

**17.4 Time Limits**

(a) If the grievance has not advanced to the next step within the time limits contained in Article 17 and the onus for delay is upon the Union, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure will be at an end.

(b) If the grievance has not advanced to the next step within the time limits contained in Article 17 and the onus for delay is on the Employer, the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter will be taken immediately by the Employer.

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

## ARTICLE 18 - TECHNOLOGICAL CHANGE

### 18.1

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

- (a) The introduction by CUPE Local 15 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 15 carries on the work, undertaking or business related to the introduction of that equipment or material, which affects one (1) or more workers.

### 18.2

When CUPE Local 15 intends to introduce a technological change:

- (a) CUPE Local 15 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) CUPE Local 15 will notify the Union at least ninety (90) days, unless otherwise agreed, before the introduction of a technological change disclosing detailed descriptions of the changes it intends to carry out and all foreseeable effects and repercussions on workers.

### 18.3

The notice mentioned in Clause 18.2 will be in writing and will contain pertinent data, including:

- (a) the nature of the change;
- (b) the date CUPE Local 15 proposes to implement the change;
- (c) the approximate number, type and location of workers likely to be affected by the change;
- (d) the expected effects on working conditions and terms of employment, including health and safety impact;
- (e) all other pertinent data relating to the anticipated effects on workers.

### 18.4

The notice mentioned in Clauses 18.2 and 18.3 will also be given to the affected workers.

### 18.5

Where the Union does not agree to a proposed technological change, the proposal will be referred to the Systems and Technology Committee in an effort to reach agreement on solutions to problems arising from this intended change and on measures to be taken by CUPE Local 15 to protect the workers from any adverse effects. The parties will bargain in good faith on all aspects of the intended change.

**18.6**

Technological change will not be introduced until the matter is resolved by agreement or arbitration

**18.7**

No incumbent workers will be laid off or terminated as a result of the introduction and operation of microelectronic technology, associated equipment or associated work methods or suffer a reduction in rates of pay, hours of work or seniority. CUPE Local 15 will provide existing workers with the training required to carry out the duties of jobs affected or created by technological change.

**ARTICLE 19 - MICROELECTRONIC TECHNOLOGY****19.1 Health Hazard**

- (a) CUPE Local 15 recognizes that under certain conditions the use of microelectronic technology and accessories may pose health hazards to workers.
- (b) The Union will have the right to stop operation of equipment when workers have reasonable grounds to indicate that they are experiencing adverse effects on health which are directly related to the operation of the equipment.
- (c) No incumbent workers will suffer in terms of wages or hours of work as a result of the stoppage of operation of equipment as provided in this Clause.
- (d) Upon stoppage of equipment operation, as provided in this Clause, the parties will meet immediately in an attempt to solve the problems which gave rise to the equipment stoppage.
- (e) In the absence of mutual agreement, the matter will be referred to arbitration within thirty (30) days.

**19.2 Video Display Terminal Use**

- (a) No workers will be required to operate a VDT more than fifty (50) minutes in a one (1) hour period; and one hundred (100) minutes in a two and one-half (2 1/2) hour period with at least one (1) rest period during this time; and four (4) hours a day, except for workers hired to work for two (2) weeks or less.
- (b) Workers will be seated no less than five (5) feet away from the nearest operating VDT other than the one the worker is operating.
- (c) No pregnant workers will be required to operate a VDT during the course of their pregnancy. No workers will suffer a reduction in rate of pay, hours of work or seniority as a result of the application of this provision.
- (d) No workers who are unable to operate a VDT without suffering health problems related to the use of VDT's will be required to operate a VDT.
- (e) No workers will suffer a reduction in rates of pay, hours of work or seniority as a result of the application of Clause 19.2(d).

### 19.3 Equipment Standards

- (a) The Employer shall make every reasonable effort to reduce glare at an employee's workstation to a minimum level by providing the following:
- (1) Windows fitted with blinds or curtains, as required;
  - (2) Placement of monitors so that the employee's line of sight is parallel to the window;
  - (3) A matte or neutral finish for the immediately surrounding background;
  - (4) Supplementary or task lighting, as required;
  - (5) Ambient light levels between three hundred (300) and seven hundred (700) lux depending on the level of use of the terminal.
- (b) The Union recognizes that the introduction of new technologies, office equipment or work methods may cause stress for some workers and that these reactions do not constitute an "*adverse effect*" for the purposes of this section. This paragraph applies only for the first two (2) months of the trial period.
- (c) The keyboard surface height will be 71 to 75 cm.
- (d) The video terminal will be at desk height, minimum 79 cm.
- (e) There will be adequate working surface and support for source documents at the video terminal height.
- (f) The chair will have:
- (1) air lift or hydraulic height adjustability
  - (2) backrest height and inclination adjustability
  - (3) five star legs
  - (4) a woven cover
- (g) Any additional recommendations and standards outlined by WorkSafe BC will be adhered to.
- (h) Other mutually agreed upon standards may be substituted for any of the above.

### 19.4 New Information and Protection

Where hazards and corrective measures have been identified by a reputable source, discussions between CUPE Local 15 and the Union will be initiated to determine necessary corrective action.

### 19.5 Computerization Committee

A committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of CUPE Local 15 will investigate the computerization of the office including office staff and field staff needs and requirements and will make recommendations to the parties.

## ARTICLE 20 - RECLASSIFICATION PROCEDURE

### 20.1 Definitions

- (a) A classification change involving a change in title or salary due to a change in duties and responsibilities is a "*reclassification*".

- (b) A classification change involving only a change in title is a "*class title change*".

## **20.2 Procedure**

- (a) Requests for reclassification may originate with CUPE Local 15, the Union or the workers.
- (b) The basis for reclassification requests is that the position in question is not correctly classified and should be classified under another existing classification or a new classification should be created for the position.
- (c) Requests for reclassification will be made in writing to the Secretary Treasurer or Executive Designates, who will respond in writing within one hundred and twenty (120) days of the date of receipt of such request.
- (d) The Secretary Treasurer's or Executive Designate' response to a request under this cause will be furnished to the Union and the Union will indicate approval or objection to the decision within twenty (20) working days.
- (e) All the time limits outlined in Article 20 may be extended by mutual agreement of the parties.

## **20.3 New Positions and Classifications**

- (a) When CUPE Local 15 intends to create new positions or classifications it will notify the Union in writing at least twenty (20) working days prior to posting the positions.
- (b) This notification will include the recommended classification and rate of pay and, in the case of new classifications, the proposed job description and class specification.
- (c) If the Union does not agree with CUPE Local 15's recommended classification, rate of pay, job description or class specification, it may refer the matter to the dispute resolution procedure contained in Clause 20.4.
- (d) If the Union appeals CUPE Local 15's recommendation, CUPE Local 15 may post and fill the position but the posting must contain the notice "*Position Under Appeal*".
- (e) If the appeal process results in a higher rate of pay for the position or classification, that rate will be effective the date of appointment of a worker to the position or classification.

## **20.4 Dispute Resolution**

- (a) In the event of disagreement, the dispute will be referred to the Labour Management Committee to resolve the dispute within twenty (20) working days of the date of the Secretary Treasurer's or Executive Designates written response to the request.
- (b) If the dispute is not resolved, an arbitrator will be chosen by mutual agreement between CUPE Local 15 and BC Union Workers' Union on a case by case basis.
- (c) The arbitrator will hear the dispute and make a final and binding decision.
- (d) If the dispute concerns a reclassification, the arbitrator will determine whether or not the classification accurately reflects the actual duties and responsibilities being performed in the position in question and determine whether or not the position should be allocated to another classification or whether CUPE Local 15 should prepare a new classification to accommodate the position.

- (e) If the arbitrator determines a new classification is necessary, the Arbitrator will determine the content of the classification.
- (f) If the dispute concerns the value assigned to a classification, the arbitrator will determine the correct value according to the criteria contained in Clauses 20.2(b).
- (g) Costs of the arbitration will be shared fifty percent (50%) by CUPE Local 15 and fifty percent (50%) by the Union.

#### **20.5 Retroactive Adjustments**

- (a) Retroactive adjustments will be made from the pay period closest to the date upon which the Secretary Treasurer or Executive Designate received the request.
- (b) Workers whose positions are downgraded will retain their higher rate of pay for as long as they occupy the positions and will continue to receive all wage increases and increments.

### **ARTICLE 21 - RIGHTS OF MANAGEMENT**

#### **21.1**

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention will continue in full force and effect for the duration of this Agreement, always provided that the exercise of these rights will be fair, equitable, reasonable and without discrimination.

#### **21.2**

CUPE Local 15 will continue to apply the provisions of this Agreement regardless of any legislation enacted which reduces the entitlements or protections due to workers under this Agreement.

#### **21.3**

The employer agrees to continue to provide a humane and supportive workplace.

### **ARTICLE 22 - MISCELLANEOUS MATTERS**

#### **22.1 Changes Affecting the Agreement**

- (a) Any reports or recommendations dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, workloads, working environment or reduction of employment, will be communicated to the Union before they Collective Agreement between CUPE Local 15 and BC Union Workers' Union are dealt with by CUPE Local 15 to afford the Union reasonable opportunity to consider them and respond.
- (b) Workers deprived of employment by any implementation of a change will receive priority' consideration for other employment.

#### **22.2 Conditions Not Mentioned**

Any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions will continue in full force and effect for the duration of this Agreement.

22.3 Indexing

The following reimbursements and allowances will be adjusted on January 1 of each year according to the change in the Vancouver Consumer Price Index:

- (a) Fitness Club Membership [Clause 9.13(a)]
- (b) Vehicle reimbursement to CUPE Local 15 (Clause 10.1)

22.4 Appendices

Schedules "A", "B", and "C", Memorandum of Understanding #1 and #2, and VMREU Class Specifications- Prepared: June 1994, and any other attached appendices will form a part of this Agreement.

Agreed in the City of Vancouver, BC on this \_\_\_\_\_ day of \_\_\_\_\_.

For CUPE Local 15



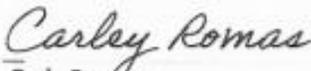
Warren Williams  
President



Santino Scardillo  
1<sup>st</sup> Vice President



Debbie Mohabir  
Secretary Treasurer



Carly Romas  
Member at Large



Ravina Lal  
Member at Large

For BC Union Workers' Union:



Richard Jones  
President



John Geppert  
Bargaining Committee Member



Rosemary Matheson  
Bargaining Committee Member

## SCHEDULE A – WAGES

	Monthly		Bi-Weekly		Hourly	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
<b>Accounting Assistant</b>						
January 1, 2021 (2%)	\$6,181.56	\$6,316.04	\$2,843.29	\$2,905.15	\$40.62	\$41.50
January 1, 2022 (2%)	\$6,305.19	\$6,442.36	\$2,900.16	\$2,963.25	\$41.43	\$42.33

<b>Accounting Coordinator</b>						
January 1, 2021 (2%)	\$7,289.45	\$7,552.35	\$3,352.88	\$3,473.81	\$47.90	\$49.63
January 1, 2022 (2%)	\$7,435.24	\$7,703.40	\$3,419.94	\$3,543.29	\$48.86	\$50.62

<b>Building Maintenance Worker</b>						
January 1, 2021 (2%)	\$5,796.22	\$5,944.74	\$2,666.05	\$2,734.37	\$38.09	\$39.06
January 1, 2022 (2%)	\$5,912.14	\$6,063.63	\$2,719.37	\$2,789.05	\$38.85	\$39.84

<b>Job Evaluation Representative</b>						
January 1, 2021 (2%)	\$7,805.26	\$8,082.21	\$3,590.14	\$3,717.53	\$51.29	\$53.11
January 1, 2022 (2%)	\$7,961.37	\$8,243.85	\$3,661.94	\$3,791.87	\$52.31	\$54.17

<b>Office Assistant</b>						
January 1, 2021 (2%)	\$5,796.22	\$5,944.74	\$2,666.05	\$2,734.37	\$38.09	\$39.06
January 1, 2022 (2%)	\$5,912.14	\$6,063.63	\$2,719.37	\$2,789.05	\$38.85	\$39.84

<b>Office Manager</b>						
January 1, 2021 (2%)	\$7,289.45	\$7,552.35	\$3,352.88	\$3,473.81	\$47.90	\$49.63
January 1, 2022 (2%)	\$7,435.24	\$7,703.40	\$3,419.94	\$3,543.29	\$48.86	\$50.62

<b>Staff Representative I</b>						
January 1, 2021 (2%)	\$7,289.45	\$7,552.35	\$3,352.88	\$3,473.81	\$47.90	\$49.63
January 1, 2022 (2%)	\$7,435.24	\$7,703.40	\$3,419.94	\$3,543.29	\$48.86	\$50.62

	Monthly		Bi-Weekly		Hourly	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
<b>Staff Representative II</b>						
January 1, 2021 (2%)	\$8,282.90	\$8,610.04	\$3,809.84	\$3,960.31	\$54.43	\$56.58
January 1, 2022 (2%)	\$8,448.56	\$8,782.24	\$3,886.03	\$4,039.51	\$55.51	\$57.71

**SCHEDULE B — SUPPLEMENTARY VACATION**

In the table the figure shows the number of working hours of regular annual vacation. The figure to the right of the oblique stroke shows the number of working hours of supplementary vacation, and appears in the calendar year in which they are credited. \*Vacation is 140 prorated.

Year Hired	2019	2020	2021	2022	2023	2024	2025	2026	2027
2027									140*
2026								140*	140
2025							140*	140	147
2024						140*	140	147	154
2023					140*	140	147	154	161
2022				140*	140	147	154	161	161
2021			140*	140	147	154	161	161	168
2020		140*	140	147	154	161	161	168	168
2019	140*	140	147	154	161	161	168	168	175
2018	140	147	154	161	161	168	168	175	175
2017	147	154	161	161	168	168	175	175	182/35
2016	154	161	161	168	168	175	175	182/35	182
2015	161	161	168	168	175	175	182/35	182	189
2014	161	168	168	175	175	182/35	182	189	189
2013	168	168	175	175	182/35	182	189	189	196
2012	168	175	175	182/35	182	189	189	196	196/35
2011	175	175	182/35	182	189	189	196	196/35	203
2010	175	182/35	182	189	189	196	196/35	203	203
2009	182/35	182	189	189	196	196/35	203	203	210
2008	182	189	189	196	196/35	203	203	210	210
2007	189	189	196	196/35	203	203	210	210	217/35
2006	189	196	196/35	203	203	210	210	217/35	224
2005	196	196/35	203	203	210	210	217/35	224	231
2004	196/35	203	203	210	210	217/35	224	231	238
2003	203	203	210	210	217/35	224	231	238	245
2002	203	210	210	217/35	224	231	238	245	252/35
2001	210	210	217/35	224	231	238	245	252/35	259
2000	210	217/35	224	231	238	245	252/35	259	266
1999	217/35	224	231	238	245	252/35	259	266	273
1998	224	231	238	245	252/35	259	266	273	280
1997	231	238	245	252/35	259	266	273	280	280/35
1996	238	245	252/35	259	266	273	280	280/35	280
1995	245	252/35	259	266	273	280	280/35	280	280
1994	252/35	259	266	273	280	280/35	280	280	280
1993	259	266	273	280	280/35	280	280	280	280
1992	266	273	280	280/35	280	280	280	280	280/35
1991	273	280	280/35	280	280	280	280	280/35	280
1990	280	280/35	280	280	280	280	280/35	280	280

<b>1989</b>	280/35	280	280	280	280	280/35	280	280	280
<b>1988</b>	280	280	280	280	280/35	280	280	280	280
<b>1987</b>	280	280	280	280/35	280	280	280	280	280/35
<b>/198</b>	280	280	280/35	280	280	280	280	280/35	280
<b>1985</b>	280	280/35	280	280	280	280	280/35	280	280
<b>1984</b>	280/35	280	280	280	280	280/35	280	280	280
<b>1983</b>	280	280	280	280	280/35	280	280	280	280
<b>1982</b>	280	280	280	280/35	280	280	280	280	280/35
<b>1981</b>	280	280	280/35	280	280	280	280	280/35	280

**SCHEDULE C — BENEFIT ENHANCEMENTS**

The following benefit enhancements will be implemented on ratification of January 1, 2011 to December 31, 2012 Collective Agreement between BC Union Workers' Union and CUPE Local 15.

**1. Eye Examinations**

The employer shall administer the provisions of the eye exam benefits of Section 19.6, Eye Examinations, of the Agreement, through the Extended Benefits Plan. Eye exam benefits exercised via the Extended Benefits Plan shall be of comparable worth relative to the eye exam provision of Section 19.6 of the January 1, 2008 - December 31, 2010 Collective Agreement between BC Union Workers' Union and CUPE Local 15.

**2. Deductible**

Increase the Employer's contribution for the Extended Health Benefit deductible by twenty-five dollars (\$25.00).

**3. EHB Reimbursement**

Increase the Employer's contribution for the Extended Health Benefit Reimbursement from eighty percent (80%) to ninety percent (90%).

**4. EHB Increases**

- Increase the EHB Plan lifetime maximum from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000).
- Increase Mastectomy and brassiere coverage from one hundred and fifty dollars (\$150) to two hundred dollars (\$200).
- Increase stump socks from two hundred dollars (\$200) to two hundred and fifty (\$250).
- Increase orthopedic shoes from two hundred dollars (\$200) to three hundred dollars (\$300).
- The Employer's contribution for chiropractor/naturopath benefit shall be five hundred dollars (\$500) each per year.
- The Employer's contribution for physiotherapy/massage benefit shall be five hundred dollars (\$500) each per year.

The Employer's contribution for acupuncturist, podiatrist and speech language pathologist benefit shall be five hundred dollars (\$500.00) each per year.

**MEMORANDUM OF UNDERSTANDING #1**  
**Labour Management Committee**

Under the terms of this LOU, a Labour Management Committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of CUPE Local 15 will be struck to meet quarterly or as required. The Committee will deal with various personnel issues and matters that arise in the workplace in an attempt to achieve mutually agreeable solutions within the intent of the Collective Agreement. The Committee will discuss concerns including workload, job classifications, job descriptions and work schedules. The Union will give serious considerations to any proposals that meet CUPE Local 15's systems and operational requirements.

It is agreed that it is beneficial to both parties that the role of the Shop Steward and CUPE Local 15 members be expanded in the area of processing classification reviews, including participation in joint committees where applicable. Such roles in the classification review or job evaluation plan will parallel Shop Stewards' roles in the grievance procedure. Discussion of the details of this role will be referred to the Labour Management Committee.

Prior to deciding to obtain new office premises, CUPE Local 15 will consult with the Union regarding the new facilities, including their design and layout, amenities (including parking and showers), and health standards (including "sick building syndrome").

The following Sub-Committees will be convened to review and make recommendations to the Labour Management Committee:

1. *Transportation Sub-Committee*

Any outstanding work related issues pertaining to transportation, especially any of the provisions provided for under Article 10, TRANSPORTATION, of the Agreement shall be referred to the Transportation Sub-committee.

2. *Clear Language Sub-Committee*

The purpose of the Clear Language Sub-committee is to ensure that amendments resulting from collective bargaining do not create ambiguities elsewhere in the renewal collective agreement, to correct and improve the language and grammar used, or to more accurately reflect the original intent of the parties, provided that any change resulting from this undertaking will not change the original intent in any way, and that each such change is specifically agreeable to both parties.

3. *Job Descriptions and Classifications Sub-Committee*

Both parties agree to form this committee to facilitate the preparation of up to date and revised job descriptions/class specifications for all bargaining unit jobs.

4. *Addictions and Substance Abuse Working Group*

The parties agree to investigate the details and feasibility of potentially providing addictions and substance abuse services to members of the bargaining unit, including but not limited to treatment and counselling, provided that such provisions are specifically agreeable to both parties.

\*The work of this Committee and its sub-committees does not impede the right of either party to use the grievance process within the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING #2**  
**Computerization Committee**

A Computerization Committee consisting of up to three (3) representatives of the Union and up to three (3) representatives of CUPE Local 15 will investigate the systems and technological operations of the office effecting Building Maintenance Staff, Office and Field Staff and will make recommendations. The Committee will review the ongoing training and upgrading needs of all Staff.

- The Union and CUPE Local 15 agree that it is in the best interests of both parties to improve the computer systems and technological utilization in the office. This will lead to increased efficiency and better services to CUPE Local 15 members.
- The Committee will implement the updating and modernization of Articles Sections 18.0 and 19.0 that have been deleted from the previous Agreement, January 1, 2008 —December 31, 2010.
- The Committee will engage a mutually agreeable outside expert to do an assessment of the computer needs of CUPE Local 15, including hardware, software, training and networking. Prime consideration will be, given to qualified CUPE Local 15 members to act as the expert. The parties recognize that it may be necessary to engage two experts, one to deal with hardware and one with software. If this is necessary, the two will work together. CUPE Local 15 will pay all costs of the experts.
- The expert(s) will assess the computer needs of CUPE Local 15 and will meet with all workers to get their input.
- The expert(s) will issue recommendations to the Committee for adoption. The Committee will recognize the intent of this Letter of Understanding as contained in the first paragraph when considering the recommendations.
- The parties recognize that the expert(s)' recommendations may have to be implemented over a period of time, as determined by the expert(s) or the Committee.

\*The work of this Committee does not impede the right of either party to use the grievance process within the Collective Agreement.

## ACCOUNTING COORDINATOR

### Job Summary:

The Accounting Coordinator prepares computerized payrolls, assists in preparing budgets and maintaining investments and performs all general ledger, accounts receivable, accounts payable and credit union functions.

The work involves checking time sheets, making calculations and preparing paycheques for all VMREU and CSEU staff; maintaining payroll records and statistics; preparing regular deductions and all year-end payroll reports; keeping records of investments, discussing investments with consultants and making recommendations to the Finance Committee; assisting the Finance Committee with annual budget preparation, entering budget information into the computer and preparing draft and final budget documents for the Committee; preparing and making credit union deposits, reconciling statements and transferring funds as required; making accounts receivable and accounts payable entries; checking invoices and making payments; preparing and analyzing statements and summaries; operating a personal computer using accounting, payroll, spreadsheet and word processing software; and maintaining an inventory of furniture and equipment.

The incumbent in this position reports to the President who oversees the work. Individual tasks are determined by the deadlines of the payroll, budget, investment, banking and accounting cycles, or self-initiated in consultation with the President or the Secretary Treasurer. The work is performed independently but guidance is available from the President, Secretary Treasurer, Finance Committee and Union auditor.

### Job Duties:

1. Processes payroll for all VMREU and CSEU salaried and hourly staff by checking approved timesheets, including overtime, time off, car allowance and expense claims, making necessary calculations and preparing cheques; calculates differences in salaries and benefits between UWU/VMREU collective agreement and other VMREU collective agreements for members seconded to work in the Union office; prepares advanced cheques in the case of paid leaves; prepares related forms such as applications for benefits and records of employment.

Maintains payroll records and statistics for all employees, including increment and seniority dates, vacation, sick leave, overtime, flex time and special leaves, and prepares monthly and annual spreadsheet summaries of same; prepares and remits all payroll deductions such as taxes, superannuation, VESP savings, Canada Savings Bonds, union dues, WCB, UIC and CPP; performs all year-end payroll functions such as preparation of T4s and T4 summaries and Municipal Superannuation statements; does all related calculations and reconciliations; responds to questions related to payroll and deductions.

2. Assists in managing the Society's investments by discussing investments with consultants, maintaining an awareness of investment conditions and of Union activities and financial needs, keeping track of maturity dates, preparing statements for audit and making recommendations to the Finance Committee.

3. Assists in the preparation of annual budgets by receiving budget submissions from the Finance Committee, calculating and entering data, preparing preliminary spreadsheets, reviewing drafts with the Committee and preparing final versions for approval of the Executive and Membership; attends Annual General Meeting to answer technical questions; makes recommendations to the Finance Committee regarding the budget process.

4. Maintains chequing accounts for Union, Society and strike fund by preparing deposits and depositing union dues and other revenues and reconciling credit union statements with internal records; ensures that there is sufficient money in chequing accounts at all times to cover expenses and makes transfers when required; issues stop payments and processes returned cheques.
5. Maintains accounts receivable and accounts payable records by posting entries to journals and ledgers; processes invoices, vouchers and claims by checking amounts and ensuring approvals, entering information to computer records, printing cheques and cheque summaries, obtaining signatures and sending out payments; responds to enquiries from creditors or contacts them to obtain further information; maintains records of loans made by the Society.
6. Prepares monthly and annual financial statements, reports and summaries for the Union and the Society; analyses financial reports, attends Finance Committee meetings, provides explanations and brings questionable items to the attention of the Committee; prepares year-end working papers for audit and acts as a resource person for the auditors.
7. Operates a personal computer and accounting software to maintain payroll, general ledger, accounts payable and accounts receivable records and to print related reports; uses spreadsheet software to prepare statements and summaries; uses word processing software to produce brief memos and letters for the purpose of obtaining information or responding to enquiries.
8. Maintains an inventory of union furniture and equipment; recommends the writing off of out-dated items.
9. Performs other miscellaneous bookkeeping duties such as preparing and submitting occasional reports requested by government agencies and providing spreadsheet summaries and explanations of specific budget items for Union committees.

**Required Knowledge and Skills:**

- Knowledge of payroll and accounting methods, procedures, rules and regulations sufficient to carry out the duties of the job.
- Knowledge of the organization, policies, practices, procedures and rules of the VMREU as they relate to the payroll and accounting function.
- Knowledge of the salary, benefits and related sections of the UWU/VMREU and other VMREU collective agreements.
- Knowledge of credit union and investment practices and procedures sufficient to maintain accounts and assist in the maintenance of investments.
- Ability to check timesheets, make calculations, do reconciliations, prepare payroll deductions, paycheques and reports, and maintain related records and statistics.
- Ability to prepare a variety of statements and summaries and assist in the preparation of budgets.
- Ability to maintain accounts receivable and accounts payable records, to control and balance accounts and to check invoices and process payments.
- Ability to read a variety of bulletins and updates and attend courses and seminars.

- Ability to operate a personal computer and use financial software to maintain records and accounts and to print reports, use spreadsheet software to prepare statements and summaries, and use word processing software to produce memos, letters and invoices.
- Ability to effectively discuss payroll, investment and accounting matters with a variety of internal and external contacts and to attend and participate in meetings.
- Ability to operate a variety of office equipment such as printers, typewriters, calculators and photocopiers.

**Qualifications:**

Grade 12 supplemented by accounting courses and courses in the use of financial and spreadsheet software, plus at least four (4) years' related experience, or an equivalent combination of training and experience.

Approved by:

President:

Immediate Supervisor:

Incumbent(s):

**BUILDING MAINTENANCE WORKER****Job Summary:**

The Building Maintenance Worker cleans and performs minor maintenance and repair work on the VMREU office building, furniture, equipment and grounds.

The work involves cleaning all office, work areas and washrooms; checking heating, plumbing and electrical systems and performing routine maintenance tasks; assembling and installing furniture, shelves, small equipment and fixtures and making minor repairs; performing carpentry and painting tasks; maintaining outside areas of the building and property; identifying the need for repairs or maintenance requiring trades skills and discussing building needs with the Office Manager or President; ordering and picking up supplies, materials and rental equipment; collecting and carrying waste and recyclables to holding area; and moving office furniture and equipment as directed.

The Building Maintenance Worker reports to the President; day to day work assignments, problems and concerns are discussed with the Office Manager. Work is done according to an established routine within which the incumbent sets daily priorities; additional tasks or special projects are assigned by the Office Manager or President either in writing or verbally. The work is performed independently and the incumbent is alone in the building for most of the time; guidance is available from the Office Manager or President.

**Job Duties:**

1. Cleans all office and work areas nightly; dusts and wipes shelves, cupboards, counters, walls, ceilings and office equipment; sweeps and mops floors; vacuums carpets; spot cleans carpets and walls; waxes and polishes counters, woodwork and furniture; washes windows and glass partitions; washes hand basins, toilets and tile work and replenishes washroom and kitchen supplies; strips and waxes all floors and cleans carpets as needed.
2. Checks the heating, plumbing and electrical systems, performs routine maintenance, such as cleaning, changing filters, changing fluorescent lights and ballasts, replacing faulty plugs and switches, unplugging drains and making minor adjustments.
3. Checks furniture and fixtures, such as tables, chairs, shelves, doors and locks, and makes minor repairs as required; assembles new furniture, such as shelves, tables and filing cabinets, as directed; installs small equipment and fixtures.
4. Performs carpentry and painting tasks such as repairing walls and building shelves and cupboards; replaces ceiling tiles.
5. Checks roof and other structural elements of the building; unplugs roof drains.
6. Maintains equipment and tools and performs minor repairs to same. Maintains outside areas of the building and property by sweeping and hosing stairs, sidewalk and parking lot, cutting lawn, trimming bushes and trees, weeding and removing ice and snow.
7. Identifies the need for repairs or maintenance requiring trades skills; calls tradespersons in emergency situations; discusses less urgent requirements with the Office Manager who arranges for the work to be done or refers more serious problems to the President.
8. Orders and picks up supplies and materials from designated suppliers; makes recommendations and obtains approval for purchase or rental of cleaning equipment.

9. Performs other manual tasks such as collecting and carrying waste and recyclables to holding area and moving office furniture and equipment as directed.

**Required Knowledge and Skills:**

- Knowledge of the methods, equipment, tools, materials and supplies used in office cleaning and maintenance work.
- Knowledge of the safety rules and regulations related to office cleaning and maintenance work.
- Ability to understand oral and written instructions.
- Ability to work the night shift and perform assigned tasks in the absence of direct supervision.
- Ability to identify problems related to the cleaning and maintenance of the building and make recommendations to the Office Manager and/or the President.
- Ability to carry out the physically demanding tasks of cleaning and maintenance work.
- Ability to deal with suppliers and order approved standard and non-standard items as required.
- Ability to operate cleaning equipment, to use hand and power tools and to use a variety cleaning agents and solutions.

**Qualifications:**

Grade 10 including or supplemented by courses in building service and maintenance work, plus at least four (4) years previous related experience, or an equivalent combination of training and experience.

Approved by:

President:

Immediate Supervisor:

Incumbent(s):

## OFFICE ASSISTANT

### Job Summary:

An Office Assistant provides clerical and word processing support to staff representatives, bargaining unit and union-wide committees and officers as assigned.

The work involves answering phone and counter enquiries; providing and obtaining information; operating a personal computer to enter and modify information in database records; processing membership applications; using word processing software to enter, format, edit and print documents; assisting in the production and distribution of the monthly union newsletter; opening and distributing incoming mail; preparing bulk mailings; ordering stationary and supplies; and performing general clerical duties such as sorting, filing, photocopying and faxing.

The incumbent in this class reports directly to the Office Manager who oversees the work and schedules assignments. Individual tasks are self-initiated or assigned by staff or committee representatives. The work is performed independently but guidance is readily available from the Office Manager or the Staff Representatives for whom work is being done.

### Job Duties:

Responds to phone and counter enquiries from members, stewards, officers, employers and others by taking messages or identifying the nature and urgency of the enquiry and referring it to the appropriate steward, staff member or officer; provides information or documents requested, such as meeting times and places, phone numbers and addresses, copies of newsletters, bulletins and collective agreements; contacts members, stewards, officers, employers and others to request information or to confirm arrangements for meetings as directed.

1. Maintains membership records database by using a personal computer and database software to add, modify or delete records; checks dues lists received from employers against corresponding printouts from the database and corrects any discrepancies, obtaining additional information where needed; processes application cards and changes of status for new members, checking for duplicates and maintaining related card files for active and inactive members; prints, laminates and mails out membership cards together with information package for new members; prints reports, such as member lists, from the database.
2. Maintains database of Shop Stewards information by adding, modifying and deleting information and records as required; prints and circulates steward listing.
3. Operates a personal computer and word processing software to enter, format, edit, and print a variety of documents, such as letters, reports, collective agreements, appeal submissions, memoranda of agreement, news releases, bulletins, newsletters, notices, forms, pamphlets, agendas and minutes, working from hand written copy, corrected copy or general instructions; prepares indexes, tables and title pages and uses advanced features such as mail merge; checks documents for spelling and grammatical errors; makes and routes copies as directed, and maintains related computer and hard copy files; designs some form letters for recurring use.
4. Word processes articles for "*The Members' Voice*" and sends to the printer; discusses printing schedule with the printer and ensures that deadlines are met for proofreading, layout and mailing; ensures there are sufficient supplies for mail-out; arrange mailing with post office; prints labels from the membership database and runs newsletters through the labelling machine; sorts by postal code and puts in mail bags.

5. Opens, stamps and codes mail for distribution and filing; screens mail and forwards urgent, confidential or personal mail directly to addressee; logs incoming mail on database; maintains correspondence review file; sorts old correspondence, makes copies as requested and files.
6. Prepares bulk mailings, such as bulletins, meeting notices, local newsletters and stewards' packages, by printing labels, labelling and stuffing envelopes, operating postage metre and putting mail in bags; ensures that there is always sufficient postage and supplies to meet anticipated and unanticipated needs; prepares and mails out reclassification information packages to members; prepares outgoing general mail.
7. Writes brief memos or letters requesting straightforward information.
8. Sorts and files library materials such as periodicals, books, updates and other documents.
9. Orders stationery and supplies; as directed, searches catalogues and calls suppliers for items and prices; calls office equipment repair people as directed.
10. Writes up procedures for specific Office Assistant duties as directed; assists in training new Office Assistants or junior staff.
11. Performs other general clerical duties such as filing, faxing, photocopying and calling for pick-ups and deliveries.

**Required Knowledge and Skills:**

- Knowledge of the organization, practices, procedures and general rules of the VMREU sufficient to carry out the duties of the job.
- Knowledge of the terminology of trade unionism and labour relations sufficient to accurately enter and proofread a variety of documents and to refer phone calls to the appropriate party or take messages.
- Ability to deal politely and tactfully with a variety of callers and visitors, some of whom may be angry or distressed, and to use discretion in providing or exchanging information.
- Ability to operate a personal computer using database software to enter and edit information and print reports, and using word processing software to enter, format, edit and print a variety of documents.
- Ability to check records and printouts for errors and discrepancies and to maintain accessible files.
- Ability to work to deadlines and to establish priorities for oneself in a work situation where there are frequent interruptions and multiple demands.
- Ability to carry out physically demanding tasks such as long periods of keying and preparation of bulk mailings.
- Ability to demonstrate the work to others.
- Ability to write brief, straightforward memos and letters.
- Ability to operate a variety of office equipment such as printers, memory typewriters, photocopiers, phone consoles, fax, postage, labelling and folding machines.

**Qualifications:**

Grade 12 including or supplemented by courses in word processing, plus at least one (1) year's previous related experience and a demonstrated commitment to trade union principles, or an equivalent combination of training and experience.

Approved by:

President:

Immediate Supervisor:

Incumbent(s):

## OFFICE MANAGER

### Job Summary:

The Office Manager coordinates schedules and oversees the work of the general office, supervises office staff and provides word processing and clerical support to the President.

The work involves ensuring that adequate office support is provided to the Union's field staff, committees and officers; directing, scheduling, training and assisting in the hiring of office staff; preparing and monitoring the office budget, providing cost estimates and making recommendations on staffing and other office expenditures; purchasing office stationery, supplies, equipment and services; establishing procedures and practices for the general office; discussing matters important to the running of the office with a variety of internal and external contacts; operating a personal computer and word processing software to enter, format, edit and print documents; and performing general clerical duties as required.

The incumbent in this position reports directly to the President who oversees the work. Individual tasks are self-initiated, determined by circumstances, or assigned by the President. The work is performed independently but guidance is readily available from the President.

### Job Duties:

1. Ensures that adequate clerical, records keeping, word processing, telephone and counter support is provided to the Union's field staff, committees and officers by keeping informed of all union activities and events and coordinating the work of the general office; discusses project needs, priorities, schedules and workloads with all staff and committee representatives; schedules work assignments and resolves problems related to office work requirements and scheduling; responds to enquiries and complaints from members and Shop Stewards; keeps President informed of office matters and receives direction on same.
2. Provides word processing and clerical support to the President by operating a personal computer and word processing software to enter, format, edit and print a variety of documents including correspondence, press releases, presentations, bargaining documents and minutes; writing brief letters and memos from verbal or written instructions; arranging meetings, booking rooms and providing documentary material as directed.
3. Supervises a group of five (5) or six (6) Office Assistants by overseeing the work and providing guidance or assistance as required; assigns specific projects as required and ensures completion; authorizes overtime; reviews and initials timesheets and keeps related records; coordinates vacation and leave requests and approves schedule; authorizes career development and training courses; participates in the interviewing Collective Agreement between CUPE Local 15 and BC Union Workers' Union and hiring of new staff; trains or oversees the training of new staff and casuals.
4. Prepares for approval annual budget projections for the general office by reviewing previous budget, discussing needs with office and field staff and estimating stationery, supply, equipment and staffing needs; monitors office budget throughout the year and reports concerns or additional needs to the President and/or the Secretary Treasurer; authorizes the purchase of non-budgeted items and the hiring of casual staff within budgeted limits.
5. Researches cost and availability of equipment and services; discusses needs and preferences with staff; obtains technical information and options from suppliers, vendors and service people; makes recommendations to the President and Executive; arranges for trial, delivery, installation, training, warranties and service contracts.

7. Ensures that there are sufficient stationery, supplies and postage to meet work requirements; arranges for repair and maintenance of equipment; organizes physical work space to facilitate work flow and accommodate ergonomic considerations.
8. Establishes procedures and practices for the general office in accordance with union policy and in consultation with office and field staff; ensures that all office procedure manuals are kept up to date and that policies and procedures are adhered to.
9. Attends and participates in weekly field staff meeting and various administrative and union committee meetings as required; meets monthly with all office staff.
10. Oversees the day to day work of the Building Maintenance Worker; responds to his questions and concerns or discusses them with the President.
11. Writes brief memos and letters to other staff or in response to routine enquiries; obtains information from outside agencies such as government departments and other unions, and makes arrangements with printers and caterers.
12. Performs general clerical duties as required.

**Required Knowledge and Skills:**

- Knowledge of the organization, policies, practices, procedures and rules of the VMREU sufficient to carry out the duties of the job.
- Knowledge of the terminology of trade unionism and labour relations sufficient to accurately enter and proofread a variety of documents and to discuss the activities of the Union with the President, field staff and officers.
- Knowledge of automated office methods and procedures and of office planning, budgeting and provisioning.
- Ability to coordinate, schedule and oversee the work of the office, to determine training needs and to authorize timesheets, overtime and leaves.
- Ability to manage the office budget and to ensure adequate supplies, equipment and staff.
- Ability to operate a personal computer using word processing software to enter, format, edit and print a variety of documents, and using database software to enter and edit information and print reports.
- Ability to effectively discuss matters important to the running of the office with a variety of internal and external contacts, to attend and participate in meetings, to deal politely and tactfully with callers and visitors, some of whom may be angry or distressed, and to use discretion in discussing matters of a confidential nature.
- Ability to work to deadlines and to establish priorities for oneself and others in a work situation where there are frequent interruptions and multiple demands.
- Ability to write memos and letters.
- Ability to operate a variety of office equipment such as printers, memory typewriters, calculators, photocopiers, phone consoles, fax, postage, labelling and folding machines.

**Qualifications:**

Grade 12 including or supplemented by courses in word processing and office practices and procedures, plus at least four (4) years' previous related experience and a demonstrated commitment to trade union principles, or an equivalent combination of training and experience.

Approved by:

President:

Immediate Supervisor:

Incumbent(s):

**STAFF REPRESENTATIVE - 1****Job Summary:**

A Staff Representative 1 assists in the coordination of collective bargaining and administers collective agreements for assigned bargaining units, provides direct assistance to members of those bargaining units, prepares and presents grievances and appeals, serves as a resource person to assigned committees and trains Shop Stewards.

The work involves:

- assisting in providing guidance and direction to bargaining committees; researching bargaining proposals; coordinating ratification votes and job actions; monitoring the implementation of agreements;
- monitoring the application of collective agreements by employers; reviewing employer actions, statements and proposals and responding appropriately; providing guidance and direction to Shop Stewards and committees;
- maintaining contact with members and an awareness of their needs; responding to enquiries from members or Shop Stewards; interpreting the collective agreement; determining appropriate actions to be taken on behalf of members;
- preparing and presenting grievances; ensuring adherence to time limits and procedures; gathering evidence and assessing the merits of a dispute; preparing and presenting appeals; conducting arbitrations or, where legal counsel is engaged, instructing counsel; negotiating and recommending settlements;
- providing advice to Union committees and working on special projects as assigned; preparing and presenting seminars and workshops.

An incumbent in this position reports directly to the President who oversees the work and assigns areas of responsibility and special projects. Individual tasks are self-initiated or determined by the needs of members, Shop Stewards or committees. The work is performed independently but guidance is available from other field staff, the President, documentary sources, or legal counsel when authorized.

**Job Duties:**

1. Assists in the coordination of collective bargaining for bargaining units as assigned:
  - provides guidance, direction and assistance to bargaining committees in preparation for collective bargaining;
  - assists in the development of bargaining proposals by researching and analyzing membership opinion, bargaining history, unresolved issues and disputes, current settlements and trends in the labour community;
  - assists with the presentation of proposals and the communication of bargaining developments to the membership, the officers of the Union;
  - coordinates ratification votes, strike votes and job actions;
  - proofreads agreements and ensures that changes are implemented and actions taken in accordance with agreements reached.

2. Administers collective agreements for assigned bargaining units:
  - monitors the application of collective agreements by employers and ensures that all contractual obligations are fulfilled;
  - reviews correspondence, reports, documents and statements issued by employers and responds appropriately by writing letters, holding meetings, initiating individual or policy grievances, providing information, organizing actions or referring issues to committees or collective bargaining;
  - provides guidance and direction to Shop Stewards and committees in all aspects of labour relations and union administration;
  - maintains contact with members and awareness of their concerns both directly and through Shop Stewards;
  - discusses and negotiates matters of importance with employer representatives;
  - responds immediately to emergency situations such as picket lines, suspensions, firings and criminal charges.
3. Provides direct assistance to members of assigned bargaining units:
  - responds to enquiries and complaints from members or Shop Stewards, determines the nature of the problem and decides upon appropriate action to be taken;
  - explains and interprets the collective agreement or seeks advice where the interpretation is not certain;
  - refers members to appropriate specialists, agencies or support groups where problems or issues are not directly related to the collective agreement;
  - discusses and arranges procedures with employers and consultants in accommodation or employee assistance cases.
4. Prepares and presents grievances, appeals and arbitrations for assigned bargaining units:
  - identifies the issues in a dispute and determines the proper forum for their resolution such as a grievance, an appeal or collective bargaining;
  - assists Shop Stewards in the preparation and presentation of grievances at initial steps or prepares and presents grievances at advanced stage or where difficult issues or policy matters are involved;
  - monitors and ensures adherence to all time limits, procedures and policies;
  - gathers documentary evidence and determines relevant sections of the collective agreement as well as other policies, regulations and authorities that may be relied upon in resolving a dispute;
  - evaluates the merits of a dispute and the proper response;
  - prepares and presents verbal or written recommendations regarding the referral of a dispute to a third party;

- prepares and submits or presents evidence, arguments and authorities to appeal boards, arbitration boards and referees, which may involve the preparation and examination of witnesses;
  - provides instruction to legal counsel where such counsel is engaged to present arbitrations and other hearings and appears as a witness when required;
  - negotiates settlements and prepares letters of agreement in consultation with others as required;
  - reviews awards, assesses decisions, prepares summaries for circulation and makes recommendations on further actions to be taken.
5. Represents assigned bargaining units in various Labour Relations Board proceedings; represents assigned bargaining units to various elected employer bodies such as the City Council and the School Board.
6. Serves as a resource person to assigned Union committees and sits as a member on various ad hoc planning, advisory and joint committees as assigned.
7. Assists the President with special projects and emergency situations; performs related research tasks as directed.
8. Provides training to Shop Stewards and Union officers; prepares course outlines and materials; conducts seminars and workshops.
9. Writes letters, memos, notices, bulletins, articles and reports.
10. Maintains files related to collective bargaining, collective agreement administration and grievances; may operate a personal computer and use database software to assist in keeping records.
11. Maintains contact with other unions and trade union organizations; maintains an awareness of current developments in the trade union movement by reading and attending courses and seminars.
12. Attends and participates in weekly field staff meetings and other administrative meetings as required.

**Required Knowledge and Skills:**

- Knowledge of trade union organization, policies, procedures, constitutions and bylaws.
- Knowledge of collective agreement language and interpretation and of collective agreements.
- Knowledge of specific areas of labour relations such as collective bargaining, grievance handling, arbitration, technological change, occupational health and safety, pay and employment equity, benefits, employee assistance and harassment.
- Ability to effectively discuss matters of importance to the negotiation and administration of collective agreements with members, stewards, Union staff and officers, employer representatives, arbitrators, lawyers, consultants and the representatives of government agencies and other unions.
- Ability to participate in and 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 analyze 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 keep track of and adhere to time limits and deadlines.
- Ability to prepare courses and instruct members and stewards in various aspects of collective agreement administration.

**Qualifications:**

Grade 12 supplemented by Shop Steward training and courses in trade union topics, plus related trade union experience and a demonstrated commitment to trade union principles, or an equivalent combination of training and experience.

**Required Licenses:**

Valid B.C. drivers' license.

Approved by:

President:

Immediate Supervisor:

Incumbent(s):

**STAFF REPRESENTATIVE - 2****Job Summary:**

The Staff Representative 2 class differs from the Staff Representative 1 class only by the additional responsibility for negotiating collective agreements.

A Staff Representative 2 coordinates collective bargaining and serves as chief negotiator for VMREU bargaining units as assigned, administers collective agreements for assigned bargaining units, provides direct assistance to members of those bargaining units, prepares and presents grievances and appeals, serves as a resource person to assigned committees and trains Shop Stewards.

The work involves:

- providing guidance and direction to bargaining committees; researching and writing bargaining proposals; negotiating with employers; coordinating ratification votes and job actions; monitoring the implementation of agreements;
- monitoring the application of collective agreements by employers; reviewing employer actions, statements and proposals and responding appropriately; providing guidance and direction to Shop Stewards and committees;
- maintaining contact with members and an awareness of their needs; responding to enquiries from members or Shop Stewards; interpreting the collective agreement; determining appropriate actions to be taken on behalf of members;
- preparing and presenting grievances; ensuring adherence to time limits and procedures; gathering evidence and assessing the merits of a dispute; preparing and presenting appeals; conducting arbitrations or, where legal counsel is engaged, instructing counsel; negotiating and recommending settlements;
- providing advice to Union committees and working on special projects as assigned; preparing and presenting seminars and workshops.

An incumbent in this position reports directly to the President who oversees the work and assigns areas of responsibility and special projects. Individual tasks are self-initiated or determined by the needs of members, Shop Stewards or committees. The work is performed independently but guidance is available from other field staff, the President, documentary sources or legal counsel when authorized.

**Job Duties:**

1. Coordinates collective bargaining and serves as chief negotiator for bargaining units as assigned:
  - provides guidance, direction and assistance to bargaining committees in preparation for collective bargaining;
  - assists in the development of bargaining proposals by researching analyzing membership opinion, bargaining history, unresolved issues and disputes, current settlements and trends in the labour community;
  - assists with the presentation of proposals and the communication of bargaining developments to the membership, the officers of the Union and the public;
  - writes collective agreement language and revisions, develops arguments, speaks for the Union at the bargaining table, analyzes employer proposals, assists bargaining committees to

- develop responses and alternatives including counter-proposals, job actions, referral to mediation or arbitration;
  - coordinates ratification votes, strike votes and job actions;
  - proofreads and signs agreements and ensures that changes are implemented and actions taken in accordance with agreements reached.
2. Administers collective agreements for assigned bargaining units:
- monitors the application of collective agreements by employers and ensures that all contractual obligations are fulfilled;
  - reviews correspondence, reports, documents and statements issued by employers and responds appropriately by writing letters, holding meetings, initiating individual or policy grievances, providing information, organizing actions or referring issues to committees or collective bargaining;
  - provides guidance and direction to Shop Stewards and committees in all aspects of labour relations and union administration;
  - maintains contact with members and awareness of their concerns both directly and through Shop Stewards;
  - discusses and negotiates matters of importance with employer representatives;
  - responds immediately to emergency situations such as picket lines, suspensions, firings and criminal charges.
3. Provides direct assistance to members of assigned bargaining units:
- responds to enquiries and complaints from members or Shop Stewards, determines the nature of the problem and decides upon appropriate action to be taken;
  - explains and interprets the collective agreement or seeks advice where the interpretation is not certain;
  - refers members to appropriate specialists, agencies or support groups where problems or issues are not directly related to the collective agreement;
  - discusses and arranges procedures with employers and consultants in accommodation or employee assistance cases.
4. Prepares and presents grievances, appeals and arbitrations for assigned bargaining units:
- identifies the issues in a dispute and determines the proper forum for their resolution such as a grievance, an appeal or collective bargaining;
  - assists Shop Stewards in the preparation and presentation of grievances at initial steps or prepares and presents grievances at advanced stage or where difficult issues or policy matters are involved;
  - monitors and ensures adherence to all time limits, procedures and policies;

- gathers documentary evidence and determines relevant sections of the collective agreement as well as other policies, regulations and authorities that may be relied upon in resolving a dispute;
  - evaluates the merits of a dispute and the proper response;
  - prepares and presents verbal or written recommendations regarding the referral of a dispute to a third party;
  - prepares and submits or presents evidence, arguments and authorities to appeal boards, arbitration boards and referees, which may involve the preparation and examination of witnesses;
  - provides instruction to legal counsel where such counsel is engaged to present arbitrations and other hearings and appears as a witness when required;
  - negotiates settlements and prepares letters of agreement in consultation with others as required;
  - reviews awards, assesses decisions, prepares summaries for circulation and makes recommendations on further actions to be taken.
5. Represents assigned bargaining units in various Labour Relations Board proceedings; represents assigned bargaining units to various elected employer bodies such as the City Council and the School Board.
6. Serves as a resource person to assigned Union committees and sits as a member on various ad hoc planning, advisory and joint committees as assigned.
7. Assists the President with special projects and emergency situations; performs related research tasks as directed.
8. Provides training to Shop Stewards and Union officers; prepares course outlines and materials; conducts seminars and workshops.
9. Writes letters, memos, notices, bulletins, articles and reports.
10. Maintains files related to collective bargaining, collective agreement administration and grievances; may operate a personal computer and use database software to assist in keeping records.
11. Maintains contact with other unions and trade union organizations; maintains an awareness of current developments in the trade union movement by reading and attending courses and seminars.
12. Attends and participates in weekly field staff meetings and other administrative meetings as required.

**Required Knowledge and Skills:**

- Knowledge of trade union organization, policies, procedures, constitutions and bylaws.
- Knowledge of collective agreement language and interpretation and of collective agreements.
- Knowledge of specific areas of labour relations such as collective bargaining, grievance handling, arbitration, technological change, occupational health and safety, pay and employment equity, benefits, employee assistance and harassment.

- Ability to effectively discuss matters of importance to the negotiation and administration of collective agreements with members, stewards, Union staff and officers, employer representatives, arbitrators, lawyers, consultants and the representatives of government agencies and other unions.
- Ability to participate in and 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 analyze all relevant documents, to conduct research and to prepare collective bargaining proposals, grievance and appeal presentations, correspondence and technical documents such as reports, letters of agreement and collective agreement articles.
- Ability to keep track of and adhere to time limits and deadlines.
- Ability to prepare courses and instruct members and stewards in various aspects of collective agreement administration.

**Qualifications:**

Grade 12 supplemented by Shop Steward training and courses in trade union topics, plus related trade union experience and a demonstrated commitment to trade union principles, or an equivalent combination of training and experience.

**Required Licenses:**

Valid B.C. driver's license.

Approved by: President:

Immediate Supervisor:

Incumbent(s):

## JOB EVALUATION REPRESENTATIVE

### Job Summary:

A Job Evaluation Representative administers various job evaluation agreements, provides direct job evaluation assistance to members, prepares and presents job evaluation grievances, appeals and arbitrations, negotiates job evaluation plans and procedures, serves as a resource person to bargaining committees and other Union staff, and trains Shop Stewards.

The work involves:

- monitoring the application of agreements by employers; reviewing and assessing employer classification and evaluation decisions; conducting job analyses and determining the merits of disputes; providing guidance to Shop Stewards and job evaluation committees;
- responding to enquiries from members or Shop Stewards; explaining and interpreting job evaluation agreements and procedures; determining appropriate actions to be taken on behalf of members;
- preparing and presenting grievances and internal appeals; ensuring adherence to time limits and procedures; gathering and analyzing evidence; conducting arbitrations or, where legal counsel is engaged, instructing counsel; negotiating and recommending settlements;
- develops proposals for and recommends improvements to job evaluation agreements; reviews and assesses employer proposals for new or revised job evaluation agreements or procedures; negotiates job evaluation agreements and plans; monitors the implementation of job evaluation plans;
- conducting research, providing advice and assistance to bargaining committees, Staff Representatives, the President and the officers of the Union on all matters related to job evaluation; developing and maintaining expertise in the area of pay equity as it relates to job evaluation;
- preparing and presenting seminars and workshops; gathering and maintaining resource material on job evaluation and related matters.

An incumbent in this position reports directly to the President who oversees the work and assigns areas of responsibility and special projects. Individual tasks are self-initiated or determined by the needs of members, Shop Stewards or committees. The work is performed independently but guidance is available from the President, documentary sources or legal counsel and other experts when authorized.

### Job Duties:

1. Administers the job evaluation provisions of various collective agreements, as well as any ancillary agreements related job evaluation plans:
  - monitors the application by employers of various agreements related to job evaluation and ensures that agreed upon procedures are followed;
  - reviews new or revised job descriptions or class specifications and ensures consistency with the provisions of the collective agreement and with the relevant job evaluation plan or practices;

- assesses employer classification and evaluation decisions by gathering and reviewing all relevant documentation, interviewing members, analyzing job content and determining the extent of changes and the appropriate comparisons;
  - determines whether or not employer decisions should be disputed and the appropriate means of pursuing a dispute;
  - provides guidance, assistance and direction to Shop Stewards and job evaluation committees on all matters related to the classification and evaluation of jobs;
  - develops and documents appropriate Union procedures specific to the various bargaining units served.
2. Provides direct assistance to members who wish to question or dispute their classification or evaluation:
- responds to enquiries and complaints from members or Shop Stewards, determines the nature of the problem and decides upon appropriate action to be taken;
  - explains and interprets collective agreement provisions, classification and evaluation agreements, job evaluation systems and procedures and their limitations;
  - provides members with the necessary information, documents and assistance to file a reclassification request or initiate an appeal.
3. Prepares and presents job classification and evaluation grievances, appeals and arbitrations:
- prepares and presents or assists Shop Stewards and job evaluation committees in the preparation and presentation of the initial steps of grievances or internal appeals;
  - monitors and ensures adherence to all time limits, procedures and policies;
  - gathers additional documentary evidence that may be relied upon in resolving a dispute, such as employer policies, various acts and regulations, training documents, previous related awards, job evaluation manuals and authorities; determines the merits of a dispute and the proper remedy;
  - prepares and presents verbal or written recommendations regarding the referral of a dispute to a third party;
  - prepares and submits or presents evidence, arguments and authorities to referees and arbitrators, including the preparation and examination of witnesses when required;
  - provides instruction to legal counsel where such counsel is engaged to present arbitrations and other hearings and appears as a witness when required;
  - negotiates settlements and prepares letters of agreement in consultation with others as required;
  - reviews awards, assesses decisions, prepares summaries for circulation and makes recommendations on further actions to be taken.
4. Negotiates job evaluation plans and procedures with employers:
- develops proposals for and recommends improvements to job evaluation agreements;

- reviews and assesses employer proposals for new or revised job evaluation agreements or procedures, determines their effect and recommends appropriate Union response;
  - negotiates or assists in the negotiation of terms of reference for the development of new or revised job evaluation plans and negotiates the details of such plans;
  - monitors the implementation of job evaluation plans;
  - discusses and negotiates matters of importance to the implementation and initial maintenance of new or revised job evaluation plans with employer representatives and assists members with appeals.
5. Serves as a resource person to bargaining committees, Staff Representatives, the President and the officers of the Union; conducts research, provides advice and assists in the drafting and presentation of proposals and agreements on job evaluation and all related areas of compensation and contract administration; develops and maintains expertise in the area of pay equity as it relates to job evaluation.
6. Provides training to Shop Stewards and job evaluation committees; prepares course outlines and materials; conducts seminars and workshops.
7. Writes letters, memos, notices, bulletins, articles and reports.
8. Maintains files related to job evaluation agreements, negotiations and disputes; operates a personal computer and uses database and spreadsheet software to assist in keeping records and in analyzing and presenting job evaluation data.
9. Gathers and maintains resource material on job evaluation and related issues, such as compensation practices and pay equity, and maintains an awareness of current developments by reading and attending courses and seminars; maintains contact with other trade union job evaluation specialists.
10. Assigns work to office staff.
11. Attends and participates in weekly field staff meetings and other administrative meetings as required.

**Required Knowledge and Skills:**

- Knowledge of the organization, policies, procedures, constitution and bylaws of the VMREU.
- Knowledge of job evaluation principles, methods and procedures, of the VMREU's various job evaluation agreements and of the job evaluation plans applied to the VMREU's bargaining units.
- Knowledge of related areas of labour relations such as compensation and wage administration, collective bargaining, grievance handling, arbitration, technological change and pay equity.
- Ability to effectively discuss matters of importance to the administration and negotiation of job classification and evaluation plans and procedures with members, stewards, job evaluation committees, Union staff and officers, employer representatives, arbitrators, lawyers, consultants and the representatives of government agencies and other unions.
- Ability to participate in and conduct meetings, conduct interviews, present positions and arguments, negotiate agreements, 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 analyze all relevant documents, to conduct research and to prepare recommendations and proposals, grievance and appeal presentations, correspondence and technical documents such as job descriptions, terms of reference, job evaluation plans and agreements, reports and letters of settlement.
- Ability to keep track of and adhere to time limits and deadlines.
- Ability to prepare courses and instruct members and stewards in various aspects of job evaluation.
- Ability to operate office equipment such as a personal computer and a calculator, and to use database and spreadsheet software.

**Qualifications:**

Grade 12 supplemented by job evaluation and job analysis training and courses in trade union topics, plus related experience within a VMREU jurisdiction and a demonstrated commitment to trade union principles, or an equivalent combination of training and experience.

**Required Licenses:**

Valid B.C. driver's license.

Approved by:

President:

Immediate Supervisor:

Incumbent(s):