

JEWISH COMMUNITY CENTRE OF GREATER VANCOUVER

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	Re: Term Certain Employees	

IT IS MUTUALLY AGREED:

ARTICLE 1:00 PURPOSE

1:01

All parties to this Agreement hereby commit themselves to the fullest co-operation, with the job of maintaining efficient and uninterrupted service in the establishment of the Employer and at all times giving full consideration to the health and welfare of the Employee.

ARTICLE 2:00 RECOGNITION

2:01

The Employer agrees to recognize the Unions as the sole Bargaining Agents for all Employees covered by the Certification Order granted on February 13, 1963, in respect to wages, terms and conditions of employment, in accordance with the provisions of the Labour Relations Code of British Columbia and Amendments thereto.

2:02

The Unions recognize the Employer's right to hire, fire, promote and demote Employees, but in such action on the part of the Employer, it may be taken up under the Grievance Procedure, as per Article 13:00.

ARTICLE 3:00 UNION'S SECURITY

3:01

It is agreed that all present Employees who are Members of the Unions shall retain their Union Membership as a condition of continuous employment.

3:02

- (i) Except as prohibited by law, Employees hired subsequent to the signing of this Collective Agreement shall, as a condition of continuous employment, make application to join the Union(s) within the first (1st) thirty (30) days of employment and retain such membership in good standing as a condition of continuous employment and pay to the Union each month an amount equal to the fees and dues charged by the union to its members. The Employer shall provide each new Employee, at the time they are hired, a Union dues and initiation authorization card. It shall be the Employer's responsibility to see that these cards are forwarded to the Union as per the Collective Agreement.
- (ii) Except as prohibited by law, the Employer shall honour a written assignment to the Union of part of an Employee's wages as Union Dues, Fees and Assessments, and shall make such deductions on the first (1st) pay day of the month and remit same to the Union before the fifteenth (15th) day of the month in which same were deducted, together with an itemized list showing the name and S.I.N. of each Employee from whose wages such deductions were made, and the amount of the deductions and make reasonable effort to remit same to the Union before the fifteenth and in any event, no later than the twenty-sixth day of the month.

3:03

The Unions shall furnish proof whenever they request that an Employee be discharged for failure to maintain his Membership in the Unions or complying with the above Clause 3:02.

3:04

The Employer agrees to notify the Unions of any vacancy coming within the scope of this Agreement and agrees to interview Applicants sent by the Unions, but the Employer retains the right to be the sole judge of suitability and may employ any person he sees fit.

3:05

On commencement of employment, or as soon as possible thereafter, the Employees immediate supervisor, or designate, shall notify the new Employee who the Shop Steward(s) is.

3:06

There shall be no discrimination against any Employee for being a Shop-Steward, Officer or Committee Chairman of the Unions.

3:07

No Employee shall be asked to make a verbal or written agreement or Contract, inconsistent with or at variance with the terms of this Agreement.

3:08

All working conditions presently prevailing which are not contrary to the general purpose and intent of this Agreement shall be continued in full force and effect subject to the right of the Employer to give notice to the Unions of any change which the Employer considers necessary for the orderly discharge of the Employee's duties, and if not acceptable to the Unions, may constitute a grievance.

3:09

The official Representative of the Unions shall be permitted to enter at all reasonable times any and all Departments of the Employer's premises to attend to Union Business during working hours, after consultation with the Employer.

ARTICLE 4:00 HOURS OF WORK

4:01

- (A) The standard working day shall consist of eight (8) hours, worked within eight and one-half (8½) consecutive hours.
- (B) The standard working week shall consist of five (5) shifts of eight (8) hours each, each calendar week, and whenever possible these shifts shall be consecutive.

4:02

Work performed beyond the hours shown in 4:01 above, shall be overtime and paid for at overtime rates.

ARTICLE 5:00 OVERTIME AND PREMIUM RATES

5:01

Overtime shall be paid for at the following rates:

- (A) For all hours worked beyond eight (8) in any one (1) day by any Employee, one and one-half (1½) times their regular rate shall be paid for the first (1st) two (2) hours and double their regular rate for all hours worked thereafter.
- (B) For all hours worked by any Employee on the sixth (6th) day of their calendar week, one and one-half (1½) times their regular rate shall be paid for the first (1st) two (2) hours and double their regular rate for all hours worked thereafter.

If an Employee requests additional hours of work, the provisions of Article 5:01(B) may be waived if there is agreement between the Union and the Employer. If an Employee works under this Article, the overtime rates do not apply if the total hours worked are forty (40) hours or less per calendar week. This does not alter the terms of Article 5:00.

- (C) For all hours worked by any Employee on the seventh (7th) day of their calendar week, two (2) times their regular rate.
- (D) The words "sixth day of the week" as used above shall mean the Employee's first (1st) day off in the calendar week.
- (E) The words "seventh day of the week" as used above, shall mean the Employee's second (2nd) day off in the calendar week.

5:02

For all hours worked by any Employee on a Statutory Holiday, two (2) times the regular rate in addition to any wages he is entitled to under Article 8:00, Clause 8:03.

5:03

Short shift Employees (any shift four (4) hours or less) shall be paid for at the regular hourly rate, plus an additional ten (10) cents an hour.

5:04

That a night shift premium of one dollar (\$1.00) per hour be paid to any janitorial staff who works between 11:00 p.m. and 7:00 a.m. The premium shall be paid to janitorial staff whose shift begins and ends between 11:00 p.m. and 7:00 a.m. or whose shift lasts at least four (4) hours during this time period.

ARTICLE 6:00 WORKING CONDITIONS

6:01

All Employees shall have at least one-half (½) hour lunch period between the third (3rd) and fifth (5th) hours of work.

6:02

All Employees shall have a ten (10) minute rest period during each four (4) hour shift, for which there shall be no reduction from wages.

6:03

(i) The definition of janitor shall be as follows:

Any Employee whose responsibilities encompass the general upkeep of the Centre, including sweeping, mopping, dusting, vacuuming, waxing, polishing, and does not include "outdoor window cleaning", fumigating and extermination of pests.

Outdoor window cleaning does not include the cleaning of the glass doors at the entrances of the Jewish Community Centre of Greater Vancouver.

(ii) The Employer shall make available to the Employee a "special circumstances form". The purpose of this form is for the Employees to outline the special circumstance (such as that preventing the Employee from completing assigned tasks), the time it took place, and the length of time it took to perform the task. This form will be left for the Employer at the end of the shift.

6:04

The definition of a maintenance Employee is; an Employee who has the same duties as janitor and who has a government issued appropriate boiler certification or ticket as a journeyman as a condition of employment, not as a preference.

ARTICLE 7:00 WAGE RATES AND PAYMENT

7:01

(A) <u>CLASSIFICATION</u>	APRIL 1 st 1999	APRIL 1 st 2000	APRIL 1 st 2001
MAINTENANCE SUPERVISOR	\$16.10	\$16.50	\$17.00
JANITOR	\$12.44	\$12.75	\$13.13

(2) All Employees to receive a seventy-five (\$75.00) dollar signing bonus.

(3) It is agreed and understood that all monetary items are retroactive and that all retroactive pay shall be paid in full within thirty (30) days from the date of signing. This shall apply to all past and present Employees.

7:02

(A) Newly hired Employees shall serve a probationary period for the first ninety (90) calendar days of employment. This period may be extended by mutual agreement between the Union and the Employer. During this probationary period their wage rate shall be one (\$1.00) dollar less than the regular wage rate of the classification they are hired in. This does not apply to

Employees who are currently employed at the Jewish Community Centre of Greater Vancouver.

7:02

(B) A permanent Employee is any Employee who works an average of twenty (20) hours per week over a three (3) month period.

7:03

When any Employee is required to perform duties of a higher classification, s/he shall receive the wage rate for that classification. If an Employee is required to perform the duties of a lesser classification, s/he shall not suffer a reduction in wage rate.

7:04

In the event of the Employer hiring Employees during the Life of this Agreement, who come within the Unit named in the Certificate of Bargaining Authority granted the Unions and for whom a wage rate is not contained in Article 7:00, it is agreed that the said Classification shall be added to the said Article 7:00, together with a wage rate. If the parties are unable to agree on a wage rate, the matter of a wage rate shall be taken up under the Grievance Procedure as per Article 12:00. Prior to adding a new classification to the Collective Agreement, the Employer shall agree to inform, prior to implementation, the job duties, job requirements, and wage rates of this new classification.

7:05

All pay cheques shall include a separate detailed statement showing all hours worked, rate of pay, overtime rate of pay, and an itemized list of deductions. On a monthly basis, a statement shall also include each Employees sick bank totals and vacation adjustments.

ARTICLE 8:00 ANNUAL VACATIONS AND STATUTORY HOLIDAYS

8:01

All Employees shall receive an Annual Vacation in accordance with the following:

(A) Employees who have completed one (1) years employment shall receive two (2) weeks vacation with pay based on four (4%) percent of his/her total salary or earnings during the past year, that year and each year thereafter.

(B) All Employees who have completed three (3) years employment with the Employer, shall receive three (3) weeks vacation for that year and each year thereafter, with pay based on six (6%) percent of their total salary or earnings during the past year; EXCEPT

(C) All Employees who have completed eight (8) years employment with the Employer, shall receive four (4) weeks vacation for that year and for each year thereafter, with pay based on eight (8%) percent of their total salary or earnings during the past year.

8:02

Casual Employees shall be paid their vacation pay on each cheque.

8:03

Any Employee whose employment is terminated for any cause whatsoever shall receive Vacation Pay in lieu of vacation based on 8:01 above.

8:04

It is agreed that the following Statutory Holidays shall be recognized by the Employer and each Employee shall have the day off and shall receive his regular wages for same:

NEW YEARS DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
B. C. DAY	BOXING DAY

and all other holidays as may be required to be observed by Government Regulations.

8:05

If an Employee's regular day off falls on any of the foregoing Statutory Holidays, he shall receive an extra day off with pay.

8:06

Where any of the above noted holidays fall on a Saturday and/or a Sunday, the Employer shall determine with the Employee when the compensatory day can be taken.

ARTICLE 9:00 **GENERAL**

9:01

- All uniforms, smocks, coats, pants and coveralls worn by the Employees at the Employer's request, shall be supplied, laundered and maintained by the Employer.
- Uniforms shall be replaced as necessary

9:02

The Employer agrees to provide suitable facilities for the Employees to keep their clothes, etc., while working.

9:03

The Employer shall provide up to a maximum of sixty (\$60.00) dollars work boot allowance once a year.

9:04

The Employer agrees to make available one (1) general issue of Rain Gear/Jacket/Winter Clothing for the Employees to utilize in inclement weather.

9:05

The Employer agrees to furnish space that is readily accessible for a Bulletin Board on which official Union Notices may be posted.

9:06 T-4 SLIPS

All Dues remittances, and assessments shall be shown on all T-4 Slips.

9:07

If an Employee makes a written request of the administration relevant to their employment (as to wages, employment records, etc.) the Employee shall be provided a written response within five (5) business days.

ARTICLE 10:00 SENIORITY

10:01

- Seniority, for the purpose of this Collective Agreement, shall be defined, within a job category, as the Employee's date of hire.
- Seniority and operating requirements shall be the deciding factors in all promotions, lay-off/recall and rehiring..

10:02

A seniority list shall be posted twice per year (January and July).

This seniority list shall be posted in a location where all Employees have access during their working hours. The information on the seniority list shall be in chronological order. Copies of this seniority list shall also be sent to the Union.

10:03

i) When a new permanent job or shift is created, or when there is a temporary vacancy or vacancies on a job or shift, the Employer shall post said job or shift for fourteen (14) calendar days. The job posting shall be in a place where all Employees have access during their work hours.

If, as a result of filling a temporary vacancy another position(s) is temporarily vacated, the posting shall be posted for three (3) days.

ii) A temporary vacancy or shift is one that is vacant for thirty (30) days or greater.

iii) In cases of emergency vacancies, the posting may be up for a lesser period of time.

10:04

Lay offs shall be on the basis of seniority and operational requirements. On the basis of seniority means the Employee with the least seniority or who does not meet the operational requirements, shall be the first Employee to be laid off and the last to be recalled.

10:05

An Employee shall lose their seniority if their lay-off lasts longer than two (2) years.

ARTICLE 11:00 HEALTH & WELFARE

11:01

The Employer agrees to make available to each Employee a Medical Health Plan, that is, M.S.A., and further agrees to pay one hundred (100%) percent of the cost of same.

11:01

(A) **EXTENDED HEALTH PLAN**

Employees covered by this Agreement shall be offered the current

Extended Health Benefits underwritten by Metro Life Group Plan #164262 on a 50/50 cost share basis.

(B) **DENTAL PLAN**

It is understood and agreed to by both parties that should the JEWISH COMMUNITY CENTRE OF GREATER VANCOUVER provide a Dental Plan for the Office Staff and other Employees, the same Plan in its entirety shall be offered to the Employee signatory to the Collective Agreement.

11:02

- (6) Each Employee shall accumulate Sick Leave of one and one-half (1½) days for each month worked. Any Sick Leave not used in the current calendar year shall be credited to the Employee and shall be cumulative to a maximum of sixty (60) days or the Employee may, by mutual agreement between the Employer and the Employee, be granted fifty (50%) percent of the yearly unused portion of accumulated Sick Leave Credits as paid time off to a maximum of nine (9) days per year.
- (7) Sick leave pay shall be computed on the basis of scheduled work days and all sick pay shall be paid out on this basis.
- (8) Sick leave deductions shall be according to actual time off.

11:03

An Employee who is required to leave work as a result of a work related injury accepted as being compensable by the Workers Compensation Board of BC, shall be paid for the remainder of the Employee's scheduled shift for the day, at their regular rate of pay.

11:04

Any Employee requesting Sick Leave with pay of more than three (3) working days duration, may be requested to produce a Certificate from a medical practitioner in British Columbia as evidence of such sickness or illness. Any Employee receiving Workers' Compensation shall not be entitled to Sick Leave with pay.

11:05

Emergency leave of three (3) working days with pay shall be granted to any Employee in the case of a death in the Employee's immediate family. Immediate family is defined as wife, husband, child, brother, sister, parent or other relative residing in the Employee's household.

ARTICLE 12:00 GRIEVANCE PROCEDURE AND ARBITRATION

12:01

- (1) All letters of discipline shall provide a place that acknowledges receipt of the letter. This acknowledgment does not mean the Employee agrees with the contents of the letter.
- (2) Copies of all letters of discipline shall be sent to the Union.

12:02

Any grievance and/or dispute arising out of the interpretation, application, and/or operation of this Agreement that may arise during the Life of this Agreement, shall be promptly discussed and the parties hereto shall diligently co-operate in an effort to adjust such grievance and/or dispute at the earliest possible.

12:03

The agreed procedure for adjusting all grievances and/or disputes shall be as follows:

12:04

The aggrieved Employee shall take up his grievance with his Supervisor immediately. The Shop-Steward shall be present at all such meetings if one is appointed.

12:05

If the grievance is not immediately resolved, the Employees shall contact the Union office.

12:06

If the grievance is not resolved within seven (7) days of occurrence, it shall be discussed with the Employer, the Union, and the aggrieved Employee.

12:07

If the grievance is not resolved by 12:06 above the Union shall file the grievance, in writing, with the Employer within fifteen (15) days of occurrence and the Employer and the Union will make every effort to resolve the grievance by discussion.

12:08 DISCUSSIONS WITH AN EMPLOYEE

The Employer agrees that after a written grievance has been received by the Employer, the Employer Representatives will not enter into any discussion or negotiation, with respect to the

grievance, either directly or indirectly with a grieved Employee without the consent of the Union Representative.

12:09

(A) Any grievance and/or dispute between the Employer and the Union, involving the interpretation, application, operation, or any alleged violation of this Agreement, may be referred by either party to the Labour Relations Board pursuant to Section 87(1) of the Labour Relations Code of B.C., or to Arbitration.

(B) **SINGLE ARBITRATOR**

By mutual agreement the Union and the Employer may select a Single Arbitrator to resolve the dispute in accordance with the Grievance Procedure and Arbitration Article of the Collective Agreement. Failing to agree on a Single Arbitrator, the provisions of a three (3) man Board will apply.

12:10

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an Employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, **Neil Haggquist**, or a substitute agreed to by the parties, shall at the request of either party:

(A) investigate the difference;

(B) define the issue in the difference; and

(C) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and, for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

12:11

Any grievance and/or dispute that is not resolved by negotiations between the Employer and the Union within fourteen (14) days after negotiations have begun, either party may request, in writing, that the Grievance and/or dispute be referred to Arbitration. The party desiring Arbitration shall notify the other party, in writing, setting forth the matters to be arbitrated and naming a Representative to the Arbitration Board. The party receiving such

notice shall, within five (5) days, appoint a Representative to the Arbitration Board by notifying the other party's Representative. If either party fails to appoint or select its Representative within the time specified herein, the other party may apply to the Labour Relations Board to make the appointment.

12:12

The two (2) Representatives appointed shall meet and, within forty-eight (48) hours after appointment, shall select a Chairman of the Arbitration Board. If they are unable to agree upon the selection of a Chairman within three (3) clear days, either of them may request the Labour Relations Board to appoint a Chairman.

12:13

The Arbitration Board shall meet as soon as may be convenient after its appointment, and shall hear the parties to the dispute present their arguments pursuant to the Terms Of Reference.

12:14

The Arbitration Board shall have the authority and power, if it deems proper, to order that any Employee, who has been wrongfully discharged, suspended or otherwise disciplined, shall be reinstated in his employment without loss of pay and with any other benefits restored that he may have lost as a result of such discharge, suspension or disciplinary action.

12:15

The Arbitration Board shall not have the power or the authority to add to, subtract from, alter, or to amend this Agreement in any respect, or to award damages, or costs against either party.

12:16

The Arbitration Board shall make its award known to the parties, in writing, within ten (10) days after concluding its Hearings, or as soon thereafter as may be conveniently arranged. A majority decision of the Arbitration Board shall constitute the award. The award shall be final and binding on both parties.

ARTICLE 13:00 LIFE OF AGREEMENT AND RENEWAL

13:01

This Agreement shall become effective on the first (1st) day of April, 1999 and shall remain in full force and effect until midnight on the thirty-first (31st) day of March, 2002, and on each succeeding first (1st) day of April thereafter, unless written notice to commence negotiations for a new Collective Agreement to

supersede this Agreement is served by either party to the other party in accordance with Section 46 (1) of the Labour Relations Code of British Columbia.

13:02

In the event that notice terminating this Agreement is given by either party to the other party, and a new Collective Agreement is not concluded on the termination date, this Agreement shall remain in force and effect until a new Agreement is concluded.

13:03

The parties hereto agree to exclude the operation of Section 50 (2) of the Labour Relations Code of British Columbia.

13:04

It is understood and agreed that nothing in this Agreement prohibits the Employer from contracting out work, providing such work is performed by Employees who are Members of the Unions.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20____.

FOR THE EMPLOYER:

**JEWISH COMMUNITY CENTRE
OF GREATER VANCOUVER**

SHANNON ETKIN

FOR THE UNION:

**THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244**

MICHAEL BOLTIANSKY

ROGER F. FITZPATRICK
BUSINESS AGENT

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882**

AL BOWERING
BUSINESS MANAGER

oteu-15

RE: TERM CERTAIN EMPLOYEES

1. The Union will not launch any grievances in regards to past wages for casual and/or probationary Employees and their rate of pay.
2. From time to time the Employer may need to bring in casual Employees for work of a term certain period to do project work. These term certain positions may last up to two weeks. The Employer, where practical, will notify the Union in advance.
3. The rate of pay for these Employees will be nine (\$9.00) dollars per hour worked. Overtime hours shall be paid as per Article 5.00 of the Collective Agreement.
4. This provision cannot be used if Employees of the Jewish Community Centre of Greater Vancouver are available, capable, and willing to do the work, and such additional employment will not prevent the Employee from carrying out their assigned shifts and/or put the Employee into a position where overtime rates would have to be paid. If Employees of the Jewish Community Centre of Greater Vancouver are used, they shall be paid their wage rate as outlined in the Collective Agreement.
5. This letter of agreement (aside from item 1 which may not be revisited) will remain in effect until the expiration of the contract

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20____.

FOR THE EMPLOYER:

FOR THE UNION:

**JEWISH COMMUNITY CENTRE
OF GREATER VANCOUVER**

**THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 244**

SHANNON ETKIN

MICHAEL BOLTIANSKY

ROGER F. FITZPATRICK
BUSINESS AGENT

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882**

AL BOWERING
BUSINESS MANAGER

oteu-15

JEWISH COMMUNITY CENTRE OF GREATER VANCOUVER

950 West 41st Avenue, Vancouver, BC V5Z 2N7

Telephone: 257-5111

INT'L UNION OF OPERATING ENGINEERS, LOCAL 882

#304-4333 Ledger Avenue, Burnaby, BC V5G 3T3

1999 - 2002