

# **COLLECTIVE AGREEMENT**

Between

**UNITED WAY OF GREATER VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 388**

**JANUARY 1, 2003 – DECEMBER 31, 2005**

## TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
1.	<b>DEFINITIONS</b> .....	7
	1.01 Purpose	
	1.02 Employee	
	1.03 Probationary Employee	
	1.04 Regular Full-Time Employee	
	1.05 Regular Part-Time Employee	
	1.06 Casual Employee	
	1.07 Temporary Employee	
	1.08 No Affect on Employees	
	1.09 Rates of Pay	
	1.10 In Lieu	
	1.11 Exclusions from the Collective Agreement	
	1.12 Co-op Student	
	1.13 Bargaining Unit Status	
2.	<b>MANAGEMENT RIGHTS</b> .....	9
	2.01 Management Rights	
	2.02 Not Discriminatory	
3.	<b>RECOGNITION AND NEGOTIATIONS</b> .....	10
	3.01 Bargaining Unit	
	3.02 Written Notification	
	3.03 No Other Agreements	
	3.04 Work of the Bargaining Unit	
	3.05 Contracting Out	
4.	<b>HUMAN RIGHTS</b> .....	11
	4.01 Employer Shall Not Discriminate	
	4.02 Sexual Harassment In the Work Place	
	4.03 Acquired Immune Deficiency Syndrome	
	4.04 Personal Harassment	
5.	<b>UNION SECURITY</b> .....	12
	5.01 All Employees to be Members	
6.	<b>CHECK-OFF OF UNION DUES</b> .....	12
	6.01 Deductions	
7.	<b>NEW EMPLOYEES</b> .....	13
	7.01 Copies of Agreement / Interviewing Opportunity	
8.	<b>CORRESPONDENCE</b> .....	13
	8.01 Correspondence	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
9.	<b>UNION-MANAGEMENT RELATIONS</b> .....	13
	9.01 Representation	
	9.02 CUPE Representative	
	9.03 Committees	
	9.04 Meetings of Committees	
	9.05 Technical Information	
	9.06 Labour-Management Committee	
10.	<b>GRIEVANCE PROCEDURE</b> .....	16
	10.01 Permission to Leave Work	
	10.02 Definition of Grievance	
	10.03 Settling of Grievances	
	10.04 Time Limit Extensions	
	10.05 Policy Grievance	
	10.06 Replies in Writing	
	10.07 Facilities for Grievances	
	10.08 Mutually Agreed Changes	
11.	<b>ARBITRATION</b> .....	18
	11.01 Composition of Board of Arbitration	
	11.02 Disagreement on Decision	
	11.03 Amending of Time Limits	
12.	<b>DISCHARGE, SUSPENSION AND DISCIPLINE</b> .....	18
	12.01 Warnings	
	12.02 Crossing of Picket Lines During Strikes	
	12.03 Adverse Reports	
	12.04 Right to Have Union Representative Present	
	12.05 Access to Personnel File	
13.	<b>SENIORITY</b> .....	20
	13.01 Seniority Defined	
	13.02 Seniority List	
	13.03 Probation for a Promoted or New Employee	
	13.04 Loss of Seniority	
	13.05 Transfer Outside the Bargaining Unit	
14.	<b>PROMOTIONS AND STAFF CHANGES</b> .....	21
	14.01 Job Posting	
	14.02 Information in Postings	
	14.03 Role of Seniority in Promotions and Transfers	
	14.04 Notification	
	14.05 Trial Period	
	14.06 Notification to the Union	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
<b>15.</b>	<b>LAYOFFS AND RECALLS</b> .....	23
	15.01 Definition of Layoff	
	15.02 Role of Seniority in Layoffs	
	15.03 Recall Procedures	
	15.04 Recall Procedures for Casual and Temporary Employees	
	15.05 Grievances on Layoffs and Recalls	
	15.06 Advance Notice of Layoff	
<b>16.</b>	<b>HOURS OF WORK</b> .....	24
	16.01 Regular Daily Hours	
	16.02 Shift Schedule	
	16.03 Regular Work Week	
	16.04 Coffee Breaks	
	16.05 Floating Days	
<b>17.</b>	<b>OVERTIME</b> .....	25
	17.01 Overtime Defined	
	17.02 Compensation for Work Before and After Daily Scheduled Hours	
	17.03 Rescheduling of Regular Hours	
	17.04 Calculating of Overtime Rates	
	17.05 Overtime For Part-Time Employees	
	17.06 Payment For or Supply of Meals	
<b>18.</b>	<b>HOLIDAYS</b> .....	26
	18.01 Paid Holidays	
	18.02 Compensation for Holidays on Saturday or Sunday	
<b>19.</b>	<b>VACATIONS</b> .....	27
	19.01 Length of Vacation	
	19.02 Minimum Vacation	
	19.03 Vacation Pay	
	19.04 Compensation for Holidays Falling Within Vacation Schedule	
	19.05 Vacation Pay on Termination	
	19.06 Vacation Schedules	
	19.07 Unbroken Vacation Period	
	19.08 Approved Leave of Absence During Vacation	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
20.	<b>SICK LEAVE PROVISIONS</b> .....	28
	20.01 Sick Leave Defined	
	20.02 Amount of Paid Sick Leave	
	20.03 Illness in the Family, Serious Household or Domestic Emergency	
	20.04 Proof of Illness	
	20.05 Sick Leave For Part-Time Employees	
	20.06 Sick Leave Accrual	
	20.07 Severance Pay	
21.	<b>LEAVE OF ABSENCE</b> .....	30
	21.01 Negotiation Pay Provisions	
	21.02 Grievance and Arbitration Pay Provisions	
	21.03 Leave of Absence for Full-Time Union or Public Duties	
	21.04 Pay During Leave of Absence for Union Work	
	21.05 Bereavement Leave	
	21.06 Maternity/Parental/Adoption Leave	
	21.07 Special Leave	
	21.08 Education Leave For Examinations	
	21.09 General Leave	
	21.10 Paid Jury or Court Witness Duty Leave	
	21.11 Time Off For Elections	
	21.12 Negotiation Preparations	
22.	<b>PAYMENT OF WAGES AND ALLOWANCES</b> .....	36
	22.01 Pay Days	
	22.02 Deductions	
	22.03 Pay on Temporary Transfer – Higher Rated Job	
	22.04 Pay on Transfer – Lower Rated Job	
	22.05 Automobile Allowance	
	22.06 Education Allowance	
	22.07 Legal Fees	
	22.08 Child Care Expenses	
23.	<b>JOB CLASSIFICATION AND RECLASSIFICATION</b> .....	37
	23.01 New or Changes in Classifications	
24.	<b>EMPLOYMENT BENEFIT PLANS</b> .....	38
	24.01 Contributions	
	24.02 Benefits While on Compensation	
	24.03 Pension Plan	
	24.04 Same Sex Partners	
25.	<b>HEALTH AND SAFETY</b> .....	39
	25.01 Health and Safety Committee	

<u>ARTICLE NO.</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
26.	<b>TECHNOLOGICAL CHANGE</b> .....	39
	26.01 Training Benefits	
27.	<b>GENERAL CONDITIONS</b> .....	40
	27.01 Communication to Members	
	27.02 Plural or Feminine Terms	
	27.03 Copies of Agreement	
28.	<b>GENERAL</b> .....	40
	28.01 Nature of the Organization	
	28.02 Volunteers	
29.	<b>TERM OF AGREEMENT</b> .....	41
	29.01 Duration	
	29.02 Negotiations	
	<b>SIGNATURES</b> .....	41
	<b>SCHEDULE "A"</b> .....	42
	Bi-Weekly Rates	
	<b>LETTER OF UNDERSTANDING # 1</b> .....	43
	Co-op Students	
	<b>LETTER OF UNDERSTANDING # 2</b> .....	44
	Cost of Living Allowance	
	<b>LETTER OF UNDERSTANDING # 3</b> .....	46
	Joint Job Evaluation Committee	
	<b>LETTER OF UNDERSTANDING # 4</b> .....	48
	Labour Coordinator	
	<b>BENEFIT DESCRIPTIONS</b>	

# COLLECTIVE AGREEMENT

**BETWEEN THE:**

## **UNITED WAY OF GREATER VICTORIA**

(hereinafter called the "Employer")

**PARTY OF THE FIRST PART**

**AND THE:**

## **CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 388**

Chartered by the Canadian Union of Public Employees  
And affiliated with the Canadian Labour Congress,

(hereinafter called the "Union")

**PARTY OF THE SECOND PART**

### **ARTICLE 1: DEFINITIONS**

#### **1.01 Purpose**

The purpose of this Agreement is to:

- (a) Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment affected by any term or condition of this Collective Agreement.
- (c) To encourage efficiency in operation.
- (d) And to promote the morale, well-being and security of all of the employees in the Bargaining Unit of the Union.

**1.02 Employee**

Shall mean a person who is an Employee as defined in the Labour Relations Code of British Columbia.

**1.03 Probationary Employee**

Shall mean an employee serving an initial period of six (6) months from the date of hire in order to determine suitability for employment as a “regular employee”.

**1.04 Regular Full-Time Employee**

Shall be an employee who is employed on a full-time basis and has successfully completed the probationary term.

**1.05 Regular Part-Time Employee**

Is an employee who works more than twenty (20) hours per week on a regular basis and has successfully completed the probationary term.

**1.06 Casual Employee**

“Casual employee” means an employee who is called to work by the Employer on an as needed basis to fill a temporary vacancy caused by the short-term absence of a regular employee. Any temporary vacancy over thirty (30) calendar days will be filled by a temporary employee.

**1.07 Temporary Employee**

“Temporary Employee” means an employee hired to fill a temporary vacancy of a specific term to augment the work of regular employees or to replace a regular employee on leave of absence. A temporary employee, after having been employed more than twelve (12) months, shall be made a regular employee.

**1.08 No Affect on Employees**

The Employer agrees no employee will have their workload reduced, be replaced or be laid off as a result of the hiring of a casual or temporary employee.

**1.09 Rates of Pay**

Temporary and casual employees shall be employed at rates of pay listed in the Collective Agreement.

**1.10 In Lieu**

In lieu of vacation pay and statutory holiday pay, casual and temporary employees shall have added to each pay cheque an amount equal to eleven percent (11%) of their gross earnings for the pay period in which they worked.

**1.11 Exclusions from the Collective Agreement**

- (a) Articles 13, 14.03, 14.05, 15, 16.05, 18, 19, 20, 21.03, 21.07, 21.08, 22.04, 22.05, 22.07 and 24 of the Collective Agreement do not apply to casual and temporary employees.
- (b) Articles 21.05, 21.06, 21.09 and 21.10 of the Collective Agreement do not apply to casual employees.

**1.12 Co-op Student**

“Co-op Student” means a student enrolled in a post secondary institution and is enrolled in the institution’s co-op program.

**1.13 Bargaining Unit Status**

Bargaining unit is the unit for collective bargaining described in the Certification of the Labour Relations Board issued on May 12<sup>th</sup>, 1983.

**ARTICLE 2: MANAGEMENT RIGHTS**

**2.01 Management Rights**

- (a) The management and control of the Employer’s operations and the direction of the working force shall remain the exclusive function of management, PROVIDED that such management and direction does not contravene the express provisions of this Agreement.

- (b) From time to time the Employer may make or alter rules and regulations to be observed by its employees (such rules and regulations shall observe the provisions of this Agreement). New rules and amendments shall be discussed with the Union prior to implementation.

**2.02 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

**ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

**3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, Local 388 as the sole and exclusive collective bargaining agency for all of the employees within the bargaining unit.

**3.02 Written Notification**

The Employer shall notify the Union in writing at the same time that an employee, covered by this Agreement, receives notification that they are being promoted, demoted, transferred, suspended, laid off or terminated or the employee resigned.

**3.03 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

**3.04 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

### **3.05 Contracting Out**

- (a) The Employer shall not contract out, transfer, assign, lease or convey, in whole or in part, the work of the bargaining unit to any person or party without the written consent of the Union.
- (b) Notwithstanding part (a), during the campaign the Employer is not bound by part (a) provided that there is no reduction in the number of positions or hours of the positions in the bargaining unit.

For the purpose of this clause the campaign shall normally be from September 1<sup>st</sup> to December 31<sup>st</sup> each year subject to change by mutual agreement of the parties.

## **ARTICLE 4: HUMAN RIGHTS**

### **4.01 Employer Shall Not Discriminate**

The parties hereto subscribe to the principles of the “*Human Rights Act of B.C.*”.

### **4.02 Sexual Harassment In the Work Place**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the work place.
- (b) Sexual harassment means engaging in a course of conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - 1. Sexual solicitation or advance or inappropriate touching and sexual assault.
  - 2. A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

#### **4.03 Acquired Immune Deficiency Syndrome**

No employee testing HIV positive shall be discriminated against or harassed in any manner. No employee who has a family member testing HIV positive or who has in any way been exposed to the HIV virus shall be discriminated against or harassed in any manner.

#### **4.04 Personal Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (b) The Employer shall have a responsibility to investigate a complaint of personal harassment and where a complaint is not satisfactorily resolved, an employee may submit a grievance at Step 2 of the grievance procedure.

### **ARTICLE 5: UNION SECURITY**

#### **5.01 All Employees to be Members**

All employees of the Employer covered by the Certificate of Bargaining shall, as a condition of employment, become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. As a condition of employment all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

### **ARTICLE 6: CHECK-OFF OF UNION DUES**

#### **6.01 Deductions**

In accordance with the Constitution and/or Bylaws of the Union, the Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union shall thereupon deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the 10<sup>th</sup> day of the following month.

## **ARTICLE 7: NEW EMPLOYEES**

### **7.01 Copies of Agreement / Interviewing Opportunity**

On commencing employment, the Employer shall provide the new employees with a copy of the Collective Agreement and the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

## **ARTICLE 8: CORRESPONDENCE**

### **8.01 Correspondence**

All correspondence and agreements between the parties arising out of this Agreement shall pass to and from Chief Executive Office and/or designated representative and the Union President with a copy to the United Way Union Shop Steward.

## **ARTICLE 9: UNION-MANAGEMENT RELATIONS**

### **9.01 Representation**

The Union shall advise the Employer of its authorized representatives and the Employer shall advise the Union of its authorized representatives.

### **9.02 CUPE Representative**

The Employer agrees that access to its premises will be granted to Representatives of the Union and the Canadian Union of Public Employees when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Representatives of the Union and the Canadian Union of Public Employees shall give reasonable advance notice to the Employer of their intention to enter, and shall not interfere with the department or section concerned.

### **9.03 Committees**

#### (a) Bargaining Committee

The Union agrees to appoint one (1) representative and the CUPE national representative to their own bargaining committee. It is further agreed that the maximum number of persons representing the parties will be limited to two (2) for the Union and two (2) for management. This is not intended to preclude the use of technical staff for information purposes from time to time.

#### (b) Grievance Committee

Each party shall appoint one (1) representative to the grievance committee.

### **9.04 Meetings of Committees**

In the event either party wishes to call a meeting of the committees, the meetings shall be held at a time and place fixed by mutual agreement.

### **9.05 Technical Information**

The Employer shall make available to the Union on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, salary and wage scales, financial and actuarial information pertaining to pension and welfare plans. The information requested under this Article shall be only that information in the possession of the Employer relating to the bargaining unit.

### **9.06 Labour-Management Committee**

#### (a) Purpose

1. The committee shall enjoy the full support of both parties in the interests of good employee/management relations and as a result of discussions, shall make recommendations to the Employer or the Union as appropriate.
2. A Labour-Management Committee shall be established consisting of two (2) bargaining unit representatives of the Union and in addition a CUPE representative, if requested by the Union, and two (2) representatives of the Employer.

(b) Meetings

The committee shall meet at least every two (2) months, or more frequently if required, at a time and place mutually agreed by the two (2) parties.

(c) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, President, the United Way Union Shop Steward and the Employer shall each receive one (1) signed copy of the minutes within seven (7) days following the meeting.

(d) Chairpersons of the Meetings

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(e) Jurisdiction

The committee shall be an advisory committee and shall not have jurisdiction over wages nor any management functions, nor any matter of collective bargaining including the administration of this Collective Agreement.

(f) Power of Committee

The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### **10.01 Permission to Leave Work**

The Employer agrees that the Union Steward or Representative shall not be hindered, coerced, restrained or interfered with in any way in the performance of his/her duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that the Union Steward or Representative is employed full time by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Union Steward or Representative shall leave his/her work without obtaining the permission of his/her supervisor, such permission shall not be unreasonably withheld.

### **10.02 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or any other dispute.

### **10.03 Settling of Grievances**

Step 1            Within twenty (20) working days of the occurrence of the matters giving rise to a dispute, the aggrieved employee shall request a discussion with his/her immediate Employer representative and this meeting shall constitute Step 1 of the grievance procedure. The employee has the right to have a Union representative present at such meetings. The Employer's representative shall have five (5) working days from the date of the meeting to investigate the dispute and respond in writing.

Step 2            Failing a settlement being reached at Step 1, the Union may present a grievance at Step 2 by:

1.        Submitting the grievance, in writing, to the Chief Executive Officer/or designated representative, setting out the nature of the grievance and the remedy sought, within ten (10) working days of the Employer's Step 1 response or the date such response was due.
2.        The Chief Executive Officer shall meet with the Union Representatives and shall reply in writing to the Union within ten (10) working days of receipt of the grievance at Step 2.

Step 3 Failing a satisfactory settlement being reached at Step 2 the Union within twenty (20) working days following the date of the Employer's Step 2 response, or the day such response was due, may refer the dispute to arbitration as outlined in Article 11 of this Agreement.

**10.04 Time Limit Extensions**

Any time limits prescribed in this Article may be extended by mutual agreement in writing.

**10.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, Step 1 of Article 10.03 may be bypassed.

**10.06 Replies in Writing**

Replies to grievances, stating reasons shall be in writing at all stages.

**10.07 Facilities for Grievances**

The Employer shall supply the appropriate facilities for the grievance meetings, PROVIDED that it does not interfere with the Employer's business, in which case the Union agrees to supply an appropriate facility.

**10.08 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

## **ARTICLE 11: ARBITRATION**

### **11.01 Composition of Board of Arbitration**

When either party requires that a grievance be submitted to arbitration, that requirement shall be made by hand delivery or by registered mail addressed to the other party of the Agreement. Within five (5) days of receipt of the grievance, or at such other time as may be mutually agreed to, the parties will communicate in order to discuss the appointment of a single arbitrator. If the parties are unable to agree to a single arbitrator, either party may apply to the Ministry responsible for Labour for the Province of British Columbia to have an arbitrator appointed.

### **11.02 Disagreement on Decision**

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the chairperson to reconvene to clarify the decision. This application must be made by registered mail no more than five (5) days from the time both parties are aware of the disagreement.

### **11.03 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties.

## **ARTICLE 12: DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Warnings**

Whenever the Employer or designated representative deem it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union with a copy to the employee involved.

## **12.02 Crossing of Picket Lines During Strikes**

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an Employer where a strike or lockout is in effect. It is acknowledged that it is the Union's responsibility to determine the legality of the picket line or of the dispute that results in an employee covered by this Collective Agreement not handling goods of that struck Employer, and where it is determined that the picket line or strike is illegal, the Union agrees that it will do its utmost in persuading the striking Union to allow the employees covered by this Collective Agreement to cross said picket line or to handle struck and/or lockout goods. HOWEVER, if such agreement cannot be reached, it is agreed that failure to cross such a picket line or handle goods from an Employer where a strike or lockout is in effect by a member of this Union, shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than loss of pay for the period involved.

## **12.03 Adverse Reports**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within twenty (20) working days of the event of the complaint, with copies to the Union and the CUPE Representatives. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for use against him/her in regard to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

The record of an employee shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

## **12.04 Right to Have Union Representative Present**

- (a) When the Employer intends to discipline an employee, such employee has the right to have a Union Steward or representative present if desired. The Employer shall advise the employee of this right.

- (b) A Union Steward or Representative shall have the right to consult with a CUPE staff representative and to have him or her present at any meeting with supervisory personnel where the intent of the meeting is disciplinary in nature.

#### **12.05 Access to Personnel File**

An employee shall have the right at any time to have access to and review his/her personnel record. An employee shall have the right to make copies of any material contained in his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

### **ARTICLE 13: SENIORITY**

#### **13.01 Seniority Defined**

Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

#### **13.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which employee's service commenced. Where two (2) or more employees commenced work on the same day preference shall be in accordance with the date of application of employment. An up-to-date seniority list shall be sent to the Union and circulated to all staff in January of each year or upon request.

#### **13.03 Probation for a Promoted or New Employee**

This provision applies to new employees only:

- (a) A person who is a successful applicant to a position shall be subject to a six (6) month probation period.

- (b) Newly hired employees shall be entitled to and have access to all benefits as they become available through the terms of the Collective Agreement.
- (c) If the position filled by a temporary employee is subsequently posted and the temporary employee is the successful candidate, their probationary period shall be reduced by the length of their tenure in the temporary position.

#### **13.04 Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff of less than twelve (12) consecutive months, or leave of absence approved by the Employer.

#### **13.05 Transfer Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

### **ARTICLE 14: PROMOTIONS AND STAFF CHANGES**

#### **14.01 Job Posting**

- (a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the Employer's bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) month of vacancy.
- (b) The Employer and the Union agree that there is no requirement to post temporary vacancies of up to three (3) months duration. Where a temporary vacancy will exceed or does exceed three (3) months, then the vacancy shall be posted unless the Union waives, in writing, the requirement to post the vacancy.

#### **14.02 Information in Postings**

Such notice shall contain the following information:

- Nature of position.
- Qualifications, required knowledge, education and skills, shift and hours of work.

#### **14.03 Role of Seniority in Promotions and Transfers**

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and have the required qualifications in accordance with Article 14.02.

#### **14.04 Notification**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant from the bargaining unit and a copy posted on the bulletin board.

#### **14.05 Trial Period**

This provision applies to internal promotions or transfers of existing bargaining unit member employees only:

- (a) There shall be a six (6) month trial period for successful applicants who are regular employees or regular part time employees. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage and salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- (b) During the trial period a promoted employee shall be entitled to continue will all rights and benefits as specified in this Collective Agreement and shall be paid the greater of the wage or salary rate of their former position or the probation rate of the new position as set out in Schedule "A" of the Collective Agreement.

- (c) If the promotion of an employee to a new position requires the hiring of a new employee, it is agreed that upon the demotion of the person creating the need of the new hire (PROVIDED that there is no other vacancy for which the new hire is qualified) that the new hire will be terminated and that the termination will be considered as non-culpable and is not grievable.

#### **14.06 Notification to the Union**

The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements or terminations of employment.

### **ARTICLE 15: LAYOFFS AND RECALLS**

#### **15.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of any of the employees in the bargaining unit.

#### **15.02 Role of Seniority in Layoffs**

An employee subject to layoff shall be given the option of bumping an employee in the same location who has less service seniority PROVIDED that the person bumping has the necessary qualifications, abilities and experience to fill the position.

#### **15.03 Recall Procedures**

An employee laid off shall be given the first right of refusal when and if the need for any position resumes, for a period up to one (1) year following the layoff, PROVIDED that he/she has the necessary qualifications, ability and experience to fill the position vacated through layoff.

#### **15.04 Recall Procedures for Casual and Temporary Employees**

- (a) Casual employees will be entitled to be placed on a recall list for casual employees and shall be entitled to be recalled on the basis of hours accrued and their place on the recall list provided he/she has the skills and ability to do the work available.
- (b) Temporary employees will be entitled to be placed on the recall list for casual employees upon request.

### **15.05 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

### **15.06 Advance Notice of Layoff**

The Employer shall notify regular employees of less than one (1) year seniority who are to be laid off five (5) working days prior to the effective date of layoff.

The Employer shall notify regular employees of more than one (1) year seniority who are to be laid off ten (10) working days prior to the effective date of layoff.

If the employee is not given the opportunity to work the days as provided in this Article he/she shall be paid for the days for which work was not made available.

## **ARTICLE 16: HOURS OF WORK**

### **16.01 Regular Daily Hours**

The regular work day shall be seven and one-half (7 ½) hours plus one-half (1/2) or one (1) hour for lunch and shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No seven and one-half (7 ½) hours shift shall be spread over a period longer than eight and one-half (8 ½) hours with one (1) hour off for lunch.

### **16.02 Shift Schedule**

- (a) It is agreed and understood by the parties that the nature of the United Way requires that the employees be prepared to work varied shift(s).
- (b) A regular shift may be scheduled to start and end between the hours of 0700 and 2200 by mutual agreement.

### **16.03 Regular Work Week**

The regular work week shall be from Monday to Friday inclusive.

#### **16.04 Coffee Breaks**

It is understood by the parties that the employees are entitled to up to a combined thirty (30) minute coffee break to be taken during the regular shift at a time of mutual convenience.

#### **16.05 Floating Days**

Regular employees shall receive up to three (3) days leave with pay per calendar year after the completion of the probation period, to be scheduled by mutual agreement and to be taken between the following dates:

December 20<sup>th</sup> to August 15<sup>th</sup> inclusive.

### **ARTICLE 17: OVERTIME**

#### **17.01 Overtime Defined**

All time worked before or after the regular work day, the regular work week or on a holiday shall be considered overtime.

#### **17.02 Compensation for Work Before and After Daily Scheduled Hours**

Overtime work as defined under Article 17.01 shall be paid at the rate of time and one-half for the first two (2) hours and double time for all time thereafter to be paid to the employee in either time or money, such choice to be at the mutual agreement of the Employer and employee. On termination employees shall be paid by monetary payment for any overtime owing.

#### **17.03 Rescheduling of Regular Hours**

An employee shall not be required to equalize any overtime worked during regular hours.

#### **17.04 Calculating of Overtime Rates**

For the purpose of computing the hourly overtime rates, the employee's bi-weekly salary rate shall be divided by seventy-five (75) and multiplied by the overtime rate.

### **17.05 Overtime For Part-Time Employees**

A part-time employee working less than the regular working hours per day or week shall be paid straight time pay for up to seven and one-half (7 ½) hours per day. Subject to Article 16.01, overtime rates shall apply after seven and one-half (7 ½) hours in the working day, thirty-seven and one-half (37 ½) hours in the week, and for all work performed on holidays and regular days off.

### **17.06 Payment For or Supply of Meals**

An employee required to work more than one and one-half (1 ½) hours overtime shall be provided with a meal or an allowance of fifteen dollars (\$15.00) by the Employer.

## **ARTICLE 18: HOLIDAYS**

### **18.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
B.C. Day	

AND any other day declared or proclaimed as a holiday by the federal or provincial governments.

### **18.02 Compensation for Holidays on Saturday or Sunday**

When any of the holidays are specified in Article 18.01 fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, then the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) or the previous Friday, shall be deemed to be the holiday for the purpose of this Agreement.

## **ARTICLE 19: VACATIONS**

### **19.01 Length of Vacation**

- (a) An Employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

<u>Completed Years of Service</u>	<u>Working Days Vacation</u>
1 <sup>st</sup> year	15
3 <sup>rd</sup> year	16
5 <sup>th</sup> year	20
10 <sup>th</sup> year	25
15 <sup>th</sup> year	26

- (b) Partial service shall be prorated accordingly.
- (c) Vacation Carryover

Upon written request by the employee, he/she may carry over a maximum of five (5) days vacation to the following year, which vacation must be taken in that year.

### **19.02 Minimum Vacation**

Upon request an employee with less than three (3) weeks of earned vacation may, contingent upon the needs of the Employer, be granted sufficient leave of absence, without pay, to allow a minimum of three (3) weeks vacation.

### **19.03 Vacation Pay**

Vacation pay for each week of vacation shall be at normal rate of pay.

### **19.04 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period he/she shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and the Employer.

### **19.05 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year prior to using his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.

### **19.06 Vacation Schedules**

Vacation schedules shall be posted by May 1<sup>st</sup> of each year and shall not be changed without consent of the affected employees.

### **19.07 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

### **19.08 Approved Leave of Absence During Vacation**

Where an employee qualifies for sick leave, bereavement or any other approved leave during his/her period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or may be taken at some other time during the calendar year. Such options are by mutual agreement but such agreement shall not be unreasonably withheld PROVIDED that suitable proof is supplied by the employee when requesting the additional vacation.

## **ARTICLE 20: SICK LEAVE PROVISIONS**

### **20.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled, incurring medical complications as a result of pregnancy, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **20.02 Amount of Paid Sick Leave**

Employees shall be entitled to paid sick leave retroactive to their original date of employment upon completion of three (3) months of service.

- (a) Eleven and one-quarter (11 ¼) hours shall be earned for each month of service.

- (b) Upon satisfactory completion of the initial probation period, an employee shall be credited with a sick bank of above prorating from the original employment date. On each successive January 1<sup>st</sup> and thereafter an employee shall access eighteen (18) days, [one hundred and thirty-five (135) hours] annual sick leave.

An employee who resigns or is terminated shall be subject to prorating in (a) above.

### **20.03 Illness in the Family, Serious Household or Domestic Emergency**

- (a) Where no one other than the employee can provide for the needs, during illness of his/her immediate family member, or for a serious household or domestic emergency, an employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of five (5) days sick leave per calendar year for these purposes.
- (b) “Immediate family member” is defined as the employee’s spouse (including common-law), child (natural or adopted), parent, sibling, grandparent, grandchild, guardian and any other person who lives with an employee as part of the employee’s family.
- (c) A serious household or domestic emergency is defined as an unanticipated urgent or accidental event in the employees household which affects the safety and/or health of the employee and/or family members, and which reasonably only the employee can attend to, or which otherwise would result in excessive costs, risk or threat to the household. A serious household or domestic emergency is limited to the employee’s primary residence.

### **20.04 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness.

### **20.05 Sick Leave For Part-Time Employees**

Part-time employees shall accumulate sick leave based upon hours worked proportionate to the maximum allowable under the Collective Agreement.

#### **20.06 Sick Leave Accrual**

One hundred percent (100%) of unused sick leave entitlement shall accrue each year until a maximum of one hundred and twenty (120) days is reached.

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

#### **20.07 Severance Pay**

Any employee who quits or retires after at least five (5) years of continuous service shall receive two (2) days wages per year at his/her current wage rate retroactive to their employment date in a regular full or part-time position as severance pay.

### **ARTICLE 21: LEAVE OF ABSENCE**

#### **21.01 Negotiation Pay Provisions**

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

#### **21.02 Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration procedures.

#### **21.03 Leave of Absence for Full-Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in public affairs, THEREFORE upon written request, the Employer shall allow leave of absence so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. It is understood that such leave of absence shall not commence until such time as a temporary employee is in place and reasonably trained in the performance of the duties of the person seeking the leave of absence. Such leave shall be renewed each year, on request, during his/her term of office.

#### **21.04 Pay During Leave of Absence for Union Work**

An employee shall receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work, HOWEVER the Union shall reimburse the Employer for all pay and benefits during the period of absence.

#### **21.05 Bereavement Leave**

- (a) An employee who suffers a death of a member of his/her immediate family, shall be granted a minimum of two (2) regularly scheduled consecutive work days leave with pay if the deceased resided on Vancouver Island, or a minimum of three (3) regularly scheduled consecutive work days leave with pay if the deceased was not a resident of Vancouver Island.
- (b) An employee shall be entitled to leave with pay of one (1) day for the purpose of attending the funeral of a member of his/her immediate family.
- (c) An employee shall be entitled to leave of one-half (1/2) day with pay for the purpose of attending a funeral as a pall-bearer or mourner.
- (d) Members of the immediate family for the purpose of this article shall be spouse, fiancé, former guardian, son, daughter, mother, father, brother, sister, grandparents, grandchildren, step-parents, step-children and partner's immediate family. Also included are other relatives who permanently reside in the employee's household or with whom the employee permanently resides.

#### **21.06 Maternity/Parental/Adoption Leave**

##### (a) Length of Leave

- 1. A pregnant employee on her written request shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

2. Birth Father

An employee who is the birth father shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

3. Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

4. Extensions – Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.

(b) Notice Requirements and Commencement of Leave

1. An employee who requests adoption or parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
2. An employee shall provide written notice, at least four (4) weeks in advance, accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.

3. The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
4. An employee on maternity leave, adoption leave or parental leave shall provide two (2) weeks' notice prior to the date the employee intends to return to work.
5. An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity, adoption and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

1. An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
2. An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
3. Notwithstanding paragraph (d) 2., an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Sections (b) 4. and (b) 5. and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

MSP, Dental, EHB and Group Life Insurance benefits and RRSP contributions shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the RRSP contributions and their share of the benefit premiums for that period where the premiums are cost-shared.

(f) Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

**21.07 Special Leave**

- (a) Employees shall be allowed leave of absence without pay and without loss of seniority and benefits for the following reasons:

<u>Reasons</u>	<u>Leave of Absence</u>
Employee's marriage	- Three (3) working days at the discretion of the employee
Marriage of employee's child, brother or sister	- The day of the wedding
Moving employee's household	- Maximum of one (1) day per year
Divorce	- Time required for court appearance
Serious fire or flood in employee's household	- Up to three (3) days
Employee's, or employee's spouse or dependent's graduation	- one (1) day

- (b) Two (2) weeks notice to the Employer, unless otherwise agreed, is required in order to validate the request for leave.

### **21.08 Education Leave For Examinations**

An employee shall be entitled to leave of absence with pay and with no loss of seniority and benefits to write examinations to upgrade his/her employment qualifications, PROVIDED that the Employer has agreed to this benefit prior to the employee's actual starting of the course leading to the examination.

### **21.09 General Leave**

An employee shall be entitled to leave of absence without pay and without loss of seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing and approved by the Employer. It is understood that such leave of absence shall not commence until such time as a temporary employee is in place and reasonably trained in the performance of the duties of the person seeking the leave of absence.

### **21.10 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

### **21.11 Time Off For Elections**

Employees shall receive the appropriate time off with pay so as to equal four (4) clear hours before the closing of the polls in any federal, provincial or municipal election or referendum.

### **21.12 Negotiation Preparations**

In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to one-half (1/2) day off with pay to prepare for negotiations.

## **ARTICLE 22: PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Days**

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Itemized statements on wage, benefits, etc. will be attached to the salary or wage issued on each pay day.

### **22.02 Deductions**

The Employer may not make deductions from wages or salaries unless authorized by the employee by statute, court order, arbitration order or by this Agreement. Overpayment shall be recoverable by the Employer over a time span to be mutually agreed to by the parties, but not to exceed six (6) months.

### **22.03 Pay on Temporary Transfer – Higher Rated Job**

When an employee temporarily substitutes in or performs the principal duties of an employee in a higher paying position for a period of time in excess of one (1) week he/she shall receive the rate of pay for that job for all hours worked.

### **22.04 Pay on Transfer – Lower Rated Job**

When an employee is temporarily assigned to a position having a lower rate his/her rate shall not be reduced.

### **22.05 Automobile Allowance**

The Employer shall not require an employee to own an automobile as a condition of employment. When transportation is required by the Employer the employee may, with the approval of the Employer, elect to use his/her own automobile at the travel rate of thirty-seven cents (0.37¢) per kilometre. If an employee does not elect to use his/her own automobile the Employer shall, when necessary, provide alternate transportation appropriate to the occasion.

## **22.06 Education Allowance**

The CEO and/or designated representative may recommend an employee be granted education leave without pay or with partial or full pay to upgrade his/her professional skills. Where the United Way underwrites any of the costs involved the employee may be required to sign a contract to remain in the service of the United Way for a specified period.

## **22.07 Legal Fees**

The Employer shall pay all legal and court costs, as well as judgement costs if any, for any action initiated against an employee by virtue of the performance of her employment duties.

## **22.08 Child Care Expenses**

All employees with children, who are required to work overtime, or travel out of town on United Way business, or attend evening meetings, or work on a day not regularly scheduled as a work day, where no one can provide childcare at home other than the employee or where the employee's partner is involved in job-related duties or where an employee does not already have substitute care on a regular basis for the period in question, may claim an allowance of six dollars (\$6.00) per hour or sixty dollars (\$60.00) maximum in a twenty-four (24) hour day towards the costs of substitute care on prior approval from management and with appropriate documentation of the substitute care upon request of management.

# **ARTICLE 23: JOB CLASSIFICATION AND RECLASSIFICATION**

## **23.01 New or Changes in Classifications**

The Employer shall prepare a new job description whenever a bargaining job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to the grievance and arbitration provisions of this Agreement for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of the change in job duties.

## **ARTICLE 24: EMPLOYMENT BENEFIT PLANS**

### **24.01 Contributions**

- (a) The minimum level of benefits shall be as set out in the benefits schedules attached to the Collective Agreement.
- (b) The Employer shall pay eighty percent (80%) of the cost of the following benefits:
  - 1. Dental plan [available after six (6) months' service].
  - 2. MSP of British Columbia [available after three (3) months' service].
  - 3. Extended health benefits [available after three (3) months' service].
  - 4. Group Life insurance [available after three (3) months' service].
  - 5. LTD [available after six (6) months' service].
- (c) In the case of absence for illness or disability the Employer agrees to continue coverage on all health and welfare benefits EXCEPT long term disability, provided that the employee continues to pay the twenty percent (20%) share of premium costs for the first six (6) months of such absence. Coverage will be maintained for a further two (2) years should the absence continue beyond six (6) months, provided the employee pays one hundred percent (100%) of the premium costs.
- (d) It shall be mandatory for all employees to belong to the benefit plans.

### **24.02 Benefits While on Compensation**

An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all jointly funded benefits as specified in the Collective Agreement. The Employer agrees to continue to pay their share of the premiums for required benefits PROVIDED that the employee submits his/her share to the Employer at a time to be mutually agreed by the parties.

### **24.03 Pension Plan**

- (a) Employees shall have the option of contributing up to the percentage of their salary to an RRSP that is acceptable to Revenue Canada. The Employer agrees to administer the RRSP and will match the amount contributed to the RRSP up to five percent (5%) of the Employee's earned gross salary.
- (b) Employees may access this plan upon completion of one (1) year of service with the Employer and it is understood by the parties that the RRSP is to be used for retirement purposes only.

### **24.04 Same Sex Partners**

All benefits covered under this Article will also apply to same sex spouses.

## **ARTICLE 25: HEALTH AND SAFETY**

### **25.01 Health and Safety Committee**

A committee of equal representation shall be established to review, at least every six (6) months, the unsafe or health hazard conditions with a view to enhancing these work environment areas. This committee shall meet at the request of either party upon an "as need" basis.

## **ARTICLE 26: TECHNOLOGICAL CHANGE**

### **26.01 Training Benefits**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, subject to the employee's ability and qualifications to perform the remaining work, at the expense of the Employer, be given a period of time, not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the new method of operation. Appropriate training may be provided by current staff, if applicable.

Any necessary training to upgrade employees on new methods or machines shall be paid by the Employer and shall take place during office hours whenever possible.

## **ARTICLE 27: GENERAL CONDITIONS**

### **27.01 Communication to Members**

Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non-working hours PROVIDED it does not interfere with the function of the United Way.

### **27.02 Plural or Feminine Terms**

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto is required.

### **27.03 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason "each party" shall print, at its own cost, sufficient copies of the agreement to provide every employee with a copy within thirty (30) days of signing. CUPE will print the 2003 Agreement, the Employer the next, and so on.

## **ARTICLE 28: GENERAL**

### **28.01 Nature of the Organization**

- (a) The Union recognizes that the Employer is a non-profit volunteer organization which must rely on the participation of volunteers in its activities in order to properly and successfully accomplish its objectives.
- (b) The Union agrees that this Agreement shall in no way interfere with or impede the continued use of volunteers.
- (c) The Employer agrees that the use of a volunteer shall not result in the layoff or reduction of hours of a member of the bargaining unit.

### **28.02 Volunteers**

It is understood that this Collective Agreement will not preclude any employee from volunteering to assist the United Way of Victoria PROVIDED that said volunteerism is given freely and is not a result of coercion or pressure on the part of the Employer.

**ARTICLE 29: TERM OF AGREEMENT**

**29.01 Duration**

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January 2003 to the 31<sup>st</sup> day of December 2005 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia. The parties agree to waive part (3) and (4) of (S) 50 of the *Labour Relations Code*.

**29.02 Negotiations**

If negotiations extend beyond the anniversary date of this Agreement both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2003, in the City of Victoria, Province of British Columbia.

**SIGNED ON BEHALF OF THE UNITED WAY OF GREATER VICTORIA**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
CEO

**SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 388**

\_\_\_\_\_  
President, CUPE Local 388

\_\_\_\_\_  
Treasurer, CUPE Local 388

\_\_\_\_\_  
Shop Steward, CUPE Local 388  
United Way of Greater Victoria

**SCHEDULE "A"**

**UNITED WAY OF GREATER VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 388**

**Bi-Weekly Rates**

<b><i>Classification</i></b>		<b><i>Bi-Weekly Rates</i></b>		
		<b>Wage Increase 5.0% Jan. 1, 2003</b>	<b>Wage Increase 2.0% Jan. 1, 2004</b>	<b>Wage Increase 2.0% Jan. 1, 2005</b>
<b>Associate Director, Campaign</b>	Probation	\$ 1,375.44	\$ 1,402.95	\$ 1,431.01
	Regular	\$ 1,416.20	\$ 1,444.52	\$ 1,473.41
<b>Associate Director, Information Systems</b>	Probation	\$ 1,375.44	\$ 1,402.95	\$ 1,431.01
	Regular	\$ 1,416.20	\$ 1,444.52	\$ 1,473.41
<b>Associate Director, Marketing &amp; Communications</b>	Probation	\$ 1,375.44	\$ 1,402.95	\$ 1,431.01
	Regular	\$ 1,416.20	\$ 1,444.52	\$ 1,473.41
<b>Accounting Assistant</b>	Probation	\$ 1,276.44	\$ 1,301.97	\$ 1,328.01
	Regular	\$ 1,313.71	\$ 1,339.98	\$ 1,366.78
<b>Community Programs Coordinator</b>	Probation	\$ 1,276.44	\$ 1,301.97	\$ 1,328.01
	Regular	\$ 1,313.71	\$ 1,339.98	\$ 1,366.78
<b>Receptionist / Campaign Secretary</b>	Probation	\$ 1,276.44	\$ 1,301.97	\$ 1,328.01
	Regular	\$ 1,313.71	\$ 1,339.98	\$ 1,366.78

**LETTER OF UNDERSTANDING # 1**

Between

**UNITED WAY OF GREATER VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 388**

**Co-op Students**

The Employer and Union recognize the benefit of employing Co-op Students in the United Way of Greater Victoria and that such Co-op Students are not expected to perform all the duties and responsibilities of other employees.

Co-op students shall be treated as temporary employees for the purposes of the application of the terms and conditions of the Collective Agreement with the exception of the wage rates. The wage rate for Co-op students shall be fourteen dollars and twenty-one cents (\$14.21) for the term of this Agreement. Further the Employer and Union agree that at the conclusion of the period of employment, such student(s) shall have no right of future employment.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2003, in the City of Victoria, Province of British Columbia.

**ON BEHALF OF THE EMPLOYER:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President, CUPE Local 388

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Treasurer, CUPE Local 388

\_\_\_\_\_  
Shop Steward, CUPE Local 388  
United Way of Greater Victoria

**LETTER OF UNDERSTANDING # 2**

Between

**UNITED WAY OF GREATER VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 388**

**Cost of Living Allowance**

<b>Effective Year</b>	<b>CPI year and Annual Percentage Increase (trigger)</b>	<b>Maximum COLA Wage Increase</b>
2004	2003 – 2%	0.5%
2005	2004 – 2%	0.5%

**For 2004 and 2005  
(Based on Previous Year's CPI Growth)**

<b>CPI Rate of Change</b>	<b>COLA Entitlement</b>
2.0	.00%
2.1	.10%
2.2	.20%
2.3	.30%
2.4	.40%
2.5	.50%

**LETTER OF UNDERSTANDING # 2 – Continued**

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2003, in the City of Victoria, Province of British Columbia.

**ON BEHALF OF THE EMPLOYER:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President, CUPE Local 388

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Treasurer, CUPE Local 388

\_\_\_\_\_  
Shop Steward, CUPE Local 388  
United Way of Greater Victoria

## **LETTER OF UNDERSTANDING # 3**

Between

**UNITED WAY OF GREATER VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 388**

### **Joint Job Evaluation Committee**

1. The parties agree to enter into a Joint Job Evaluation process to evaluate all bargaining unit positions. The Union shall appoint one representative from its membership. The Employer shall appoint one of its excluded staff members. All job evaluation work shall be carried out during regular work hours with no loss in pay and benefits. Each party may have the assistance of its representatives from outside the United Way of Greater Victoria.
2. The parties may jointly seek the assistance of a consultant with an appropriate joint job evaluation plan. Any costs shall be borne by the Employer.
3. The parties shall ensure job descriptions are accurate before rating of the jobs and in order to finalize the job descriptions, the Union agrees to provide the Employer with a list of changes that have been made to the existing job descriptions.
4. Any wage increases shall be awarded as prescribed in the settlement agreement of Grievance E/2001.
5. Any unresolved matters concerning job evaluation and wage adjustments are eligible to be processed pursuant to the grievance procedure.
6. No employee shall suffer a reduction in earnings as a consequence of the implementation of job evaluation. Notwithstanding the outcome of job evaluation the general wage increases for Schedule "A" shall continue to apply to all employees.
7. The parties are committed to initiate this joint job evaluation process within sixty (60) days of the execution of the new Collective Agreement.

**LETTER OF UNDERSTANDING # 3 – Continued**

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2003, in the City of Victoria, Province of British Columbia.

**ON BEHALF OF THE EMPLOYER:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President, CUPE Local 388

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Treasurer, CUPE Local 388

\_\_\_\_\_  
Shop Steward, CUPE Local 388  
United Way of Greater Victoria

## **LETTER OF UNDERSTANDING # 4**

Between

**UNITED WAY OF GREATER VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 388**

### **Labour Coordinator**

The parties agree that the following terms and conditions of employment shall apply to the appointment of the Labour Coordinator:

1. The provisions of the Collective Agreement shall apply except as modified by this letter of agreement.
2. Article 14 shall not apply to the selection of the Labour Coordinator. Selection of the Coordinator shall be a matter between the United Way of Greater Victoria, the Victoria and District Labour Council and the Canadian Labour Congress. The duties and responsibilities shall be agreed to by the United Way of Greater Victoria, Victoria and District Labour Council and the Canadian Labour Congress.
3. Hours of work shall be flexible and shall be subject to mutual agreement between the Labour Coordinator and the Chief Executive Officer, otherwise Article 16 shall apply.
4. The Labour Coordinator shall be entitled to use her service seniority from her previous Employer as the basis in which vacation entitlement shall be accrued under the provisions Article 19 of the Collective Agreement.
5. The Labour Coordinator shall be entitled to a one hundred and fifty dollar (\$150.00) monthly car allowance to operate her personal vehicle for work related purposes within the Greater Victoria area. Where the Labour Coordinator uses her vehicle for work related trips outside of the Greater Victoria area, she shall be entitled to reimbursement for mileage based on the provisions of Article 22.06 and when in the office such entitlement shall be measured from and return to the United Way Office. When she commences the trip from her residence, it shall be measured from and return to her residence.
6. The Labour Coordinator has and will continue to be covered under the benefit provisions of the Collective Agreement from the date of the commencement of her employment.

**LETTER OF UNDERSTANDING # 4 – Continued**

7. The Labour Coordinator's salary shall be forty-four thousand dollars (\$44,000.00) effective January 1, 2003; forty-four thousand, eight hundred and eighty dollars (\$44,880.00) effective January 1, 2004 and forty-five thousand, seven hundred, seventy-seven dollars and sixty cents (\$45,777.60) effective January 1, 2005. Entitlement to a cost of living allowance on the same basis as the other bargaining unit members.
  
8. The term of the Labour Coordinator shall be extended a further three (3) year period.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2003, in the City of Victoria, Province of British Columbia.

**ON BEHALF OF THE EMPLOYER:**

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
President, CUPE Local 388

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Treasurer, CUPE Local 388

\_\_\_\_\_  
Shop Steward, CUPE Local 388  
United Way of Greater Victoria