

COLLECTIVE AGREEMENT

Between

THE DOWNTOWN VICTORIA BUSINESS ASSOCIATION

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 50**

MAY 1, 2023 TO APRIL 30, 2025

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COLLECTIVE AGREEMENT

BETWEEN:

THE DOWNTOWN VICTORIA BUSINESS ASSOCIATION
(hereinafter referred to as the “Employer”)

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50
(hereinafter referred to as the “Union”)

WHEREAS the Downtown Victoria Business Association is an “Employer” within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a “Trade Union” within the meaning of said Code;

AND WHEREAS it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint discussions and negotiations and strive to provide the highest level of service to the public at the workplace;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the parties agree to the following terms of this collective agreement.

ARTICLE 1 DEFINITIONS

1.01 Party

Means either of the parties signatory to this Agreement.

1.02 Employee

Means any person defined as such by the Labour Relations Code of British Columbia who is employed by the Downtown Victoria Business Association as street cleaners described as “the Clean Team” at and from 20 Centennial Square, Victoria, BC, save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.03 Bargaining Unit

Means a unit certified June 23, 2017 by the British Columbia Labour Relations Board composed of street cleaners described as “the Clean Team” at and from 20 Centennial Square, Victoria, BC, except those employees excluded by the Code employed by the Downtown Victoria Business Association.

1.04 Regular Full-Time Employee

A regular full-time employee is an employee occupying a position listed in Schedule “A” – Wage Schedule, who has successfully completed the requirements of the probationary period and who works at least forty (40) hours per week.

1.05 Regular Part-Time Employee

A regular part-time employee is an employee occupying a position listed in Schedule “A” – Wage Schedule, who has successfully completed the requirements of the probationary period and who works less than forty (40) hours per week. A regular part-time employee is not entitled to benefits.

1.06 Probationary Employee

A probationary employee means any employee who has not successfully completed the requirements of the probationary period pursuant to Article 12.02.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 50, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

3.02 Bargaining Unit Work

The Employer recognizes it is not the function of excluded employees to perform work which is normally performed by employees of the bargaining unit.

3.03 Training, Emergent or Work Instruction Work

The Union recognizes that excluded employees may perform work such as training, respond to an emergency, work instruction, or as a result of the absence of an employee, or an unexpected and temporary increase in the volume of work required which cannot be accommodated by the current workforce.

ARTICLE 4 NO OTHER AGREEMENTS/REPRESENTATION

4.01 No Other Agreements

No employee shall be required, or permitted, to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

4.02 Representation

No employee, or group of employees, shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5.01 Strikes or Lockouts

During the term of this Agreement there shall be no lockout by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees.

5.02 Picket Lines

The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the Labour Relations Code of BC, and such employee shall be deemed to be on unpaid leave.

ARTICLE 6 UNION SECURITY AND CHECK-OFF

6.01 Union Membership

All present and future employees of the Employer shall remain in the employ of the Employer on the condition that they are members of the Union, or that they be acceptable by and acquire membership in the Union no later than two (2) weeks from the date of hire.

6.02 Union Dues

The Employer shall each month deduct from each Union member and remit to the Union all union dues, initiation fees and assessments levied in accordance with the Constitution and By-Laws of the Union. Union dues shall be deducted from the date of hire.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record, or print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

6.04 Union Notification

- a) The Union shall be notified of all dismissals, suspensions and discipline of employees, within two (2) working days of such dismissals, suspensions or written discipline.
- b) The Union shall be notified of all hirings, change of employment status, all leaves in excess of three (3) calendar months, promotions, appointments, terminations, layoffs and recalls at the same time such written documents are issued to the affected regular employees by forwarding a copy to the Union.

6.05 Union Membership List

An up-to-date membership list shall be provided to the Union upon reasonable notice.

This list shall be in alphabetical order and include name, mailing address, postal code and phone number of all employees covered by this Collective Agreement. This information shall be provided to the Union electronically and is for union business only.

6.06 Bulletin Boards

The Employer shall provide a secure bulletin board, with lock, in the employee's work area upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees. The Union will be provided a key to this locked bulletin board.

ARTICLE 7 HUMAN RIGHTS

7.01 Discrimination

- a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee regarding employment or any term of condition of employment, including wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, gender identify or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- b) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of BC, as may be amended, such that Article 7.01a) does not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

7.02 Sexual Harassment

- a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- b) Cases of sexual harassment, if not resolved on a confidential basis pursuant to Article 7.02a) above, shall be eligible to be processed as a grievance.

- c) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

- i) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- ii) Sexual solicitation or advance or inappropriate touching and sexual assault.
- iii) 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.

7.03

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) For the purposes of this Article:
 - i) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
 - ii) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
 - iii) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management, corrective discipline and termination for just cause.
- c) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 8 NEW EMPLOYEES

8.01 Copies of the Agreement

The Union and the Employer agree that every employee should be familiar with the provision of this Agreement and their rights and duties under it. The Union will be given a reasonable amount of time to meet with new employees and provide copies of the Collective Agreement.

ARTICLE 9 UNION-MANAGEMENT MEETINGS

9.01 Labour Management Meetings

With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the parties agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 11 shall not be discussed. Such meetings are to be held every two (2) months or with mutual agreement, on a more or less frequent basis. Such meetings are to be held within a reasonable time after a request by either party.

ARTICLE 10 CORRESPONDENCE

10.01 Correspondence

All correspondence between the Employer and Union shall be emailed, with follow-up mail delivery to the Union office, addressed to the President of the Union, and to the Downtown Victoria Business Association office, addressed to the Executive Director.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.

11.02

Procedure

Step 1:

- a) Within ten (10) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their manager.
- b) If the employee so desires, a shop steward may be present during discussions at this step.
- c) At this step the employee (or shop steward) shall provide the details of the grievance, the alleged violation and remedy sought.
- d) Within ten (10) working days of this meeting, the manager shall advise the employee in writing, of their decision affecting the Step 1 discussion. A copy of this correspondence shall be provided to the Union.
- e) The ten (10) day limit in a) shall not include the actual period that an employee cannot be in communication with the Union or the Employer as a result of that employee's absence from work on sick leave or vacation.

Step 2:

If no settlement is reached at Step 1, the Union shall submit the grievance in writing to the Executive Director within ten (10) working days of the response provided at Step 1. The Executive Director shall meet with the employee and shop steward, or other representative(s) of the Union, within ten (10) working days of receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer shall within ten (10) working days respond in writing to the grievance.

Step 3:

If no settlement is reached at Step 2, the grievance may be referred to arbitration as set out in Article 11.05. When either party requests that a grievance be submitted to arbitration, such request shall be to the other party, in writing, within fifteen (15) working days of the last meeting provided at Step 2.

11.03 Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing or otherwise, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

11.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Employer has a grievance, or a grievance on job postings, discharge, layoff or recall occurs, such grievances may be processed commencing at Step 2, provided the grievance is submitted within ten (10) working days from the date the incident prompting the grievance comes to the attention of the grievor.

11.05 Appointment of an Arbitrator

- a) Where a matter has been referred to arbitration, the parties shall jointly agree upon a single arbitrator to hear the matter.
- b) The decision of the arbitrator shall be final and binding. The decision of the arbitrator shall be made within twenty (20) working days, or such longer period as may be mutually agreed.
- c) The arbitrator shall establish their own rules of procedure but shall give full opportunity to the parties to present evidence and make representations, and to afford the opposing party adequate opportunity to cross-examine witnesses.
- d) The expenses and compensation of the arbitrator shall be borne by the parties, by dividing the cost equally.

11.06 Deviation from the Grievance Procedure

- a) In the event that, after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and fourteen (14) days after initiating the written grievance, the grievance shall be considered to have been abandoned.
- b) A complaint filed pursuant to the Human Rights Code of BC is not included in a) above.

ARTICLE 12 SENIORITY

12.01 Definitions

- a) For Regular employees, seniority shall be defined as the length of an employee's employment from the date of last hire.
- b) Employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

12.02 Probationary Period

All newly hired regular employees shall serve a probationary period not exceeding three (3) consecutive months from the date of hire. During the probationary period, an employee may be terminated at any time and in the Employer's sole discretion if they are determined by the Employer to be unsatisfactory for continued employment.

12.03 Seniority Lists

- a) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.

12.04 Loss of Seniority

A regular employee shall lose seniority in the event:

- a) The employee is terminated for cause and is not reinstated;
- b) The employee resigns;
- c) The employee dies;
- d) The employee fails to accept a recall to return to work from layoff within ten (10) working days of receipt of the notice of recall from the Employer;
or
- e) The employee is laid off and not recalled for a period exceeding twelve (12) months.

12.05 Transfer Out of Bargaining Unit

- a) Employees shall not be transferred or promoted out of the bargaining unit without their consent.
- b) Employees temporarily transferred pursuant to this Article shall be appointed for a period of time not to exceed one (1) calendar year, unless extended by mutual agreement of the Union and the Employer.

ARTICLE 13 LAYOFFS, RECALL AND BUMPING

13.01 Layoff Order

If the Employer eliminates or reduces the hours of work or rate of pay of a regular position or positions, employee(s) shall be laid off in reverse order of seniority, provided they possess the necessary qualifications and ability to perform the work in question.

13.02 Layoff Notice

The Employer shall provide written notice of layoff at least two (2) calendar weeks prior to the effective date of such layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week and for each subsequent completed year of continuous service an additional one (1) calendar week, to a maximum total of four (4) calendar weeks' notice, shall be given. If the employee is not given an opportunity to work the applicable notice period the employee shall be paid for that portion of the notice period during which work was not made available.

13.03 Recall Rights

Laid off employees not electing to take severance pay under Article 13.04 shall be placed on the recall list in seniority order for a period of twelve (12) months from the date of layoff. Employees on the recall list shall be offered vacancies provided they have the qualifications and ability required to perform the work in question before offering employment to a new employee.

13.04 Severance Pay

Laid off employees may choose to resign and take severance pay in an amount in accordance with the *BC Employment Standards Act* in lieu of the balance of the layoff notice period outstanding at the time of making such choice and by so electing, not work the balance of such notice period. Employees who elect to take severance pay shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

ARTICLE 14 HOURS OF WORK

14.01 Work Day

The normal work-day shall consist of eight (8) hours of work, exclusive of meal breaks.

14.02 Work-Week

The normal work-week shall consist of five (5) days Monday to Friday inclusive.

14.03 Rest Breaks

Each employee shall be entitled to one (1) fifteen (15) minute paid rest break within each three (3) consecutive hours of work.

14.04 Reporting Pay

If an employee reports for work on any day, the Employer shall pay the employee for a minimum of two (2) hours at the regular wage, whether or not the employee starts work, unless the employee is unfit to work or fails to comply with Part 3 of the *Workers Compensation Act*, or a regulation under that Part.

ARTICLE 15 OVERTIME

15.01 Definition

It is understood that overtime is not generally needed and will not be approved by management. If the Employer does require overtime, the time worked outside the scheduled hours constituting a regular full-time employee's normal work day or their normal work week shall be considered overtime.

15.02 Overtime Rates

- a) The overtime rate shall be one and one-half (1½) times the employee's regular rate for all hours worked over eight (8) hours per day or forty (40) hours per week, and two (2) times after the employee has worked more than twelve (12) hours per day.
- b) All overtime must be pre-authorized by the Executive Director.
- c) Regular employees may request paid time off in lieu of overtime pay. Time off in lieu shall be allowed to be banked to a maximum of ten (10) hours.

15.03 Call-Out

- a) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work-day/shift or work-week.
- b) Regular employees who are called out shall receive a minimum of two (2) hours pay at the appropriate overtime rates.

ARTICLE 16 WAGES AND ALLOWANCES

16.01 Bi-Weekly Pay

- a) Regular pay-days shall be every second (2nd) Wednesday.
- b) All current sick leave and banked overtime entitlements will be included with/on each pay stub.

ARTICLE 17 ANNUAL VACATIONS

17.01 Vacation Entitlement

Vacation entitlement and vacation pay shall be in accordance with the *BC Employment Standards Act*.

ARTICLE 18 STATUTORY HOLIDAYS

18.01 Entitlement

- a) The following shall be recognized statutory holidays for regular employees:

New Year's Day	Labour Day
Family Day	<i>National Day for Truth and Reconciliation</i>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed or declared by the Federal or Provincial Governments as a holiday.

- b) No deduction in the wages or salaries of any regular employee shall be made on account of the above statutory holidays.
- c) Statutory Holidays shall be in accordance with the *British Columbia Employment Standards Act*.

ARTICLE 19 SICK LEAVE

19.01 Entitlement

- a) Effective January 1, 2018, and upon successful completion of the probationary period, regular employees shall earn paid sick leave credit on the basis of two (2) hours per month of active service, pro-rated based upon number of hours worked. If the initial month of active service represents less than fifty-one (51%) percent of the days in the month, there shall be no entitlement for that month.
- b) There shall be no accumulation of sick leave credits from year to year, based on the Employer's fiscal year.
- c) The Employer reserves the right to require satisfactory proof of illness signed by a medical practitioner, licensed by the BC College of Physicians and Surgeons, before any sick leave is granted for more than three (3) consecutive working days of illness.
- d) No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

19.02 Sick Leave During Vacation

Where an employee qualifies for sick leave due to illness or injury during the period of vacation time, sick leave may displace vacation leave subject to the following. An illness or injury occurring while the employee is on scheduled vacation time shall not be accepted as a claim for sick leave benefits unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written medical verification of such illness or injury and hospitalization or confinement must be provided to the Employer in order for the employee to be eligible for sick leave benefits.

19.03

Personal, Emergency and Family Leave

- a) Any employee who has completed six (6) months of employment shall in each calendar year (January 1st to December 31st) be entitled to utilize up to a maximum of twenty-four (24) hours to be deducted from their accumulated sick leave bank (Article 19.01) for the purposes of personal, emergency and family leave.
- b) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- c) In the event of an emergency or unforeseeable occurrence, the employee shall notify their supervisor of their absence as soon as practical.

ARTICLE 20 NEW OR REVISED CLASSIFICATIONS

20.01 Job Descriptions

The Employer agrees to create job descriptions for all positions for which the Union is the bargaining agent which shall be the recognized description. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new regular position, a new or revised description shall be prepared by the Employer and forwarded to the Union. This description shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer.

20.02 Pay and Procedure Reviews

- a) Where the work of a position changes sufficiently to warrant a reclassification or when a new job within the bargaining unit is created, the rate of pay and procedures for posting and filling of vacancies shall be reviewed and subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay for the position in question the matter shall be referred to the grievance and arbitration process for resolution.
- b) The new rate shall become retroactive to the date the request for review was first received. However, in the case of a new position, such rate shall be paid retroactively to the date the employee first assumed the position.

ARTICLE 21 LEAVE OF ABSENCE FOR UNION OFFICIALS

21.01 List of Union Officials

The Union shall submit to the Employer, within fourteen (14) days following their appointment, a list of the official representatives of the Union together with a list of the officers and shop stewards.

21.02 Leave For Union Business

- a) Time off with pay shall be granted to up to one (1) official representative of the Union upon application to the Employer, for the following:
 - i) Bargaining sessions with the Employer;
 - ii) Union/Management meetings as set out in Article 9.01;
 - iii) Grievance meetings and arbitration hearings as set out in Article 11;
 - iv) Worker Health and Safety Representative participation in worksite inspections and/or accident or incident investigations.

- b) Time off without pay may be granted to official representatives of the Union, upon application to the Employer for the following:
 - i) Attendance at union education courses or conventions;
 - ii) Preparation meetings for collective bargaining;
 - iii) Preparation meetings for arbitration;
 - iv) Other Union business that may affect members of the Union.

And such leave will not be unreasonably denied.

ARTICLE 22 LEAVES OF ABSENCE

22.01 a) Statutory Leaves of Absence

Leaves of absence for pregnancy, parental, family responsibility, compassionate care, reservists, bereavement and jury duty shall be provided in accordance with the *BC Employment Standards Act*.

b) General Leave

Subject to maintaining efficiency of normal operations, the Executive Director may grant a leave of absence without pay for reasons other than specified in 22.01a) to employees for personal or other legitimate reasons, commensurate with the merits of each individual request. Requests shall be submitted by employees to the Clean Team Manager.

c) Moving of Household Contents

An employee shall be granted a maximum of one (1) day of absence without pay to an employee who maintains a self-contained household and who changes their place of residence requiring the move of household effects during normal working hours.

ARTICLE 23 BENEFIT PLANS

23.01 Payment of Premiums

The Employer shall be responsible only to contribute one hundred (100%) percent of the premium costs of a regular full-time employee's participation in the Employer's extended health care, dental and life insurance plans.

23.02 Payment While on Leave

The Employer will continue to pay the premiums on a regular full-time employee on an approved unpaid leave of absence pursuant to Articles 21.02 or 22.01b) for up to three (3) months, after which the employee is solely responsible for paying the full premium costs to maintain coverage for the duration of the leave.

23.03 Plan Coverage

The Employer will endeavour to maintain the current level of benefits coverage comparable to its current plan as at June 23, 2017, however, the Employer, in consultation with the Union, reserves the right to change its benefits programs, including but not limited to, adding, reducing or altering coverage, changing benefits carriers, amending plan provisions and/or merging plans as may be necessary.

23.04 Plan Eligibility

Any and all eligibility shall be determined by the insurer, not the Employer.

ARTICLE 24 OCCUPATIONAL HEALTH AND SAFETY

24.01 Mutual Co-Operation

The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures, and agree to comply with the *Workers Compensation Act* and Regulations.

24.02 Accident Investigations

All accident/incident investigations shall include one (1) worker health and safety representative, appointed by the Union.

24.03 Training

The Employer shall provide Level One Occupational First Aid training on an annual basis for all employees. Employees may only retake the course once their certification has expired in accordance with WorkSafeBC regulations. The costs of this course shall be borne by the Employer.

The Employer shall provide all new employees with a health and safety orientation consistent with the WorkSafeBC sample orientation checklist, and will hold monthly occupational health and safety meetings with all employees.

24.04 Safety Equipment and Clothing

In recognition that the location and type of work performed by the Clean Team employees can be hazardous, the Employer shall provide the employees with a uniform to identify them as Downtown Victoria Business Association employees. In addition, the Employer shall provide at a minimum, the following:

- a) Appropriate shirts, coats, hats, pants and gloves for the nature of work and the season in which it is performed;
- b) A boot allowance of two hundred (\$200) dollars *every year*;
- c) A SIM card with phone plan; and
- d) Any other devices and materials required by the Employer and used to perform the work.

24.05 Employee Lockers

Employees shall have access to secure lockers to store personal items during their work day. The lockers shall be provided at no expense to the employees.

24.06 Workplace Violence

a) Definition of Violence

Any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

b) Reporting Violent Incidents

The parties agree that all cases of violence whether involving major injury, minor injury, threats, verbal abuse or sexual and racial harassment, must be reported to the worker health and safety representative and to the Executive Director.

c) Development of Policies Against Violence

The parties agree to develop explicit policies for dealing with the problem of violence. The policy will address the prevention of violence, the management of violent situations and the provision of support to employees who have faced violence. The policies detailing the organization and arrangements for dealing with the problems will be part of the Employer's Health and Safety Policy. The violence policy will be brought to the attention of all employees.

ARTICLE 25 EMPLOYEE RECORDS AND DISCIPLINE

25.01 Employee Records

- a) Each employee shall be entitled to receive a record of their sick leave standing and any disciplinary action that is added to their file.
- b) In the event an employee wishes to review their personnel file, the employee may, by appointment with the Executive Director, have access to such file.

- c) Should an employee disagree with any documentation maintained in the personnel file, then the employee may object in writing and such objection shall be retained by the Employer in the employee's personnel file.
- d) Any disciplinary document will be removed by the Employer provided a minimum of twelve (12) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the employee.

25.02 Discipline

- a) An employee shall be advised of their right to Union representation at any potential disciplinary meeting between the employee and representatives of the Employer.
- b) Where practicable, the Employer will provide the employee with twenty-four (24) hours' notice prior to any such scheduled meeting in order for the employee to seek Union representation.

ARTICLE 26 TERM OF AGREEMENT

26.01 Term

This Agreement shall be in effect from and including May 1, 2021 and including April 30, 2023, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.

26.02 Continuation Clause

Should either party give written notice to the other party in accordance with Article 26.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

26.03 Notice to Bargain

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Union, at the CUPE Local 50 office in Victoria, BC; and in the case of the Employer, to the Downtown Victoria Business Association.

26.04

Section 50 Excluded

Sections 50 (2) and (3) of the *Labour Relations Code of BC* shall be excluded and have no application to this Agreement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 23rd day of May, 2023.

ON BEHALF OF:
THE DOWNTOWN VICTORIA BUSINESS
ASSOCIATION

ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 50

SCHEDULE "A"
Pay Grid

Job Title	May 1, 2022	May 1, 2023 \$1.50/Per Hour	May 1, 2024 \$1.50/Per Hour
Clean Team Member	\$17.00/hour	\$18.50/hour	\$20.00/hour
Senior Clean Team Member	\$20.00/hour	\$21.50/hour	\$23.00/hour