

**COLLECTIVE AGREEMENT**

**between the**

**BEACON COMMUNITY ASSOCIATION**

**and the**

**B.C. GENERAL  
EMPLOYEES' UNION (BCGEU)**

**Effective from April 1, 2023 - September 30, 2025**

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## DEFINITIONS

1. "Employee" - means a person employed by the Employer who is a member of the bargaining unit.
  - (a) "Full-time employee" - means a regular employee who normally works 30 hours per week.
  - (b) "Part-time regular employee" - is a regular employee who works a regularly scheduled shift for a period greater than three months, that is;
    - (1) 18 or more hours per week; or
    - (2) five days per week, regardless of number of hours.

Part-time employees shall be entitled to all benefits of the collective agreement on a prorated basis with the exception of health and welfare benefits pursuant to Article 19 which shall not be prorated.

- (a) "Casual employee" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
  - (1) paid leave relief;
  - (2) unpaid leave relief; and
  - (3) a temporary increase of workload situations.

Articles 11, 13, 19, 24 and 27 do not apply to casual employees.

No regular employee shall have their status changed to casual as a result of this definition.

2. "Employer" - The Employer's legal name is Beacon Community Association.
3. "Leave of absence with pay" - means to be absent from duty with permission and with pay.
4. "Leave of absence without pay" - means to be absent from duty with permission but without pay.
5. "Union" - means the B.C. General Employees' Union.
6. "Common-law spouse" - shall be defined as two people who have cohabited as spousal partners for a period of not less than one year.
7. "Casual and auxiliary employee" - For the purposes of this collective agreement, the term "auxiliary employee" shall be deemed to be synonymous with the term "casual employee" as set out in number 1.
8. "Comparable" - means in the same wage grid of an employees current wage rate, and/or 20% of an employee's current regularly scheduled hours.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.



### 1.3 Conflict With Rules

In the event that there is a conflict between the contents of this agreement and any rule made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule.

### 1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

### 1.5 Harassment

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

### 1.6 Personal and Psychological Harassment Definition

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that a reasonable person may conclude:
  - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, gender expression or gender identity; or
  - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### 1.7 Sexual Harassment Definition

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

- (d) Sexual harassment refers to behaviour initiated by any gender and directed toward members of any gender.

### **1.8 Harassment Complaints**

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

### **1.9 Harassment Complaints Procedure**

- (a) A formal complaint must be submitted in writing as soon as possible, and no later than six months after the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the CEO or designate. When the CEO or designate has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of this article, and the remedy sought.
- (d) The CEO or designate will investigate the complaint and will complete their report in writing within 30 days following completion of the investigation.
- (e) The Employer will take action to resolve the complaint within 10 working days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
  - (1) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (g) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (h) If the respondent is the employer designate (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:
  - (1) The complainant will contact the Union.

(2) As soon as possible but within 30 days the Union will notify the employer designate. Clauses (a) and (c) apply to the notice. Within 14 days of receiving the notice the employer designate will identify to the Union who will serve as the representative of the Employer in respect of the complaint.

(3) The Employer representative and the Union will appoint an arbitrator from the list at Article 8.13 to resolve the complaint (The person appointed is referred to below as "*the Appointee*").

(4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the employer designate and the Union. The report and recommendations will remain confidential, except for distribution to the employer designate and the Union, the complainant and the respondent. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

(5) The Appointee's fees and expenses will be shared by the Employer and the Union.

(i) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

#### **1.10 Arbitrator**

(a) Where either party to the proceeding is not satisfied with the employer designate's response under 1.9 above, the complaint will, within 30 days of that response, be put before an arbitrator as noted in Clause 1.9(i)(3).

Where no response under 1.9(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
- (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Arbitrator.

(c) The Arbitrator chosen will be the Arbitrator from the list in Article 9.2 that has the earliest available date that is at least 14 days after the date of referral.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by Letter of Understanding #1 except persons in positions deemed excluded:
  - (1) by mutual agreement between the parties; or
  - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

### 2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

### 2.3 Correspondence and Directives

The Employer shall forward to the applicable union's designates a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this agreement;
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

### 2.4 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

### 2.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### 2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees on the following basis:
  - (1) one steward for every 50 employees covered by this agreement, or a major portion thereof, with a minimum of three (3) stewards; and
  - (2) the Union may appoint additional stewards to allow for one steward to be selected from the staff working at each premise operated by the Employer.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

(c) A steward, or their alternate where the steward is absent, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of a steward shall include:

- (1) investigation of complaints;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the Employer.

## **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The parties may, at the local level, mutually agree upon another method of notifying employees of union business. An electronic bulletin board that is accessible to all bargaining unit employees is acceptable.

## **2.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

## **2.9 Right to Refuse to Cross Picket Lines**

All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the Employer's operations:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of 21 days per occurrence;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee.

(4) For employees elected to a full-time position with the Union or any body to which the Union is affiliated for a period of one year, which may be renewed upon request. Such requests shall not be unreasonably denied.

(b) Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

(c) When leave of absence without pay is granted pursuant to Part (a) or (b), the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred, within 60 days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence. Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

(d) Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involved the Employer.

On application, the Arbitration Board may determine summarily the amount of time required for the attendance of any witness.

(e) The Union shall provide the Employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of 14 days' notice prior to the commencement of leave under (a) or (c) above. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### **ARTICLE 3 - UNION SECURITY**

All employees in the bargaining unit shall, as a condition of continued employment, become members of the Union and maintain such membership.

### **ARTICLE 4 - CHECK-OFF AND UNION DUES**

(a) The Employer shall deduct from the wages or salary of each employee in the bargaining unit, as a condition of employment, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:

- Employee surname and first name
- Job classification
- Gross pay
- Dues amount deducted

(e) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(g) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(h) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(i) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(j) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount. Each EFT email will also include:

- (1) Employer name
- (2) Pay period type (e.g.: monthly, semi-monthly, biweekly, etc.)
- (3) Pay period number
- (4) Pay period end date
- (5) Pay period pay date

(k) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

#### **ARTICLE 5 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES**

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.

(b) The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee

with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

- (a) The Management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.
- (b) The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a union staff representative, or authorized alternate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.
- (d) The Employer agrees that access to its premises will be granted to union elected officers or other persons designated by the Union. The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.

##### **7.3 Technical Information**

The Employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- list of employees and status;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.).



The Union may request other information it requires from the Employer.

#### **7.4 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

#### **7.5 Union/Management Committee**

- (a) The union/management committee shall be composed of two union representatives and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives. The parties will endeavor to meet quarterly or at the call of either party.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing misunderstandings;
  - (3) dealing with matters referred to it in this agreement.
- (f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to committee members.

#### **7.6 Membership Information**

The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit on a quarterly basis. The parties recognize the confidentiality of the information contained in this list.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

## **8.2 Step 1**

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

## **8.3 Time Limits to Present Initial Grievance**

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, not later than 30 calendar days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

## **8.4 Step 2**

Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the employer designate through the union steward.

## **8.5 Time Limit to Reply at Step 2**

- (a) Within 14 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within seven days of the above-noted meeting with the union steward or, if the meeting is waived, within seven days of the date the parties agree to waive the meeting.

## **8.6 Step 3**

The union designate may present, or meet with the employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within 21 days after the Step 2 decision has been conveyed to them by their employer designate; or
- (b) within 21 days after the employer designate's reply was due.

## **8.7 Time Limit to Reply at Step 3**

The employer designate will respond in writing to the Union within 21 days of receipt of the grievance at Step 3.

### **8.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this article, the Union may submit the dispute to arbitration within:

- (a) 30 days after the employer designate's decision has been received, or
- (b) 30 days after the employer designate's decision was due.

### **8.9 Dismissal or Suspension Grievances**

Employees dismissed or suspended for five or more days for alleged cause shall have the right, within 30 days after the date of dismissal or suspension, to initiate a written grievance. Within seven days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven days of the meeting.

If there is no resolution of the grievance, the grievance may be presented at Step 3 or referred to a sole arbitrator within seven days of the Union receiving the Employer's reply.

### **8.10 Policy Grievance**

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the employer designate or the Union within 60 days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

### **8.11 Amending Time Limits**

The time limits in this grievance procedure may be altered only by written mutual consent of the parties.

### **8.12 Technical Objections to Grievances**

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

### **8.13 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement,

- Vincent L. Ready
- Bob Pekeles
- Stan Lanyon, QC
- John McConchie
- Corinn Bell
- Jessica Gregory
- Chris Sullivan
- Mark Brown
- Ken Saunders
- Julie Nichols

or a substitute agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

within five days of the date of receipt of the request and for those five days from that date, time does not run in respect of the grievance procedure.

It is understood that the investigator and the Arbitrator cannot be the same person for the same case, whether for investigation, expedited or full arbitration.

Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step 3 of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of Articles 2.6, 2.10, 17, 18, 19, 20 and 27.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

(a) Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8, notify the other party of its desire to submit the difference to arbitration within:

- (1) 30 days after the employer designate's decision has been received; or
- (2) 30 days after the employer designate's decision was due.

(b) All referrals to arbitration shall be by certified mail, email, or courier.

(c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.

### **9.2 Assignment of Arbitrator**

(a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator from the mutually agreed upon list of arbitrators and set a date for the hearing.

List of named arbitrators:

- Vincent L. Ready
- Mark Brown
- Ken Saunders
- Heather Laing
- Chris Sullivan
- Stan Lanyon, QC

(b) The Union and the Employer may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from or added to the list by mutual agreement.

(d) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

(e) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

### 9.3 Board Procedure

- (a) In this article the term "*Board*" means a single arbitrator or a three-person arbitration board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

### 9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

### 9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

### 9.6 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints; and
- (b) one-half of the fees and expenses of the Chairperson.

### 9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

### 9.8 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection;
  - (8) grievances arising from duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be resolved by expedited arbitration.

- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available date. The hearing dates shall be mutually agreed and will be at a location central to the geographic area in which the dispute arose.

- (c) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party.

- (d) The parties shall make every effort to make use of an agreed to statement of facts.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (f) The parties agree to make limited use of authorities during their presentations.
- (g) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (h) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code* or a *Labour Relations Code* provision of similar effect.
- (i) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (j) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (k) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (l) The expedited Arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties.
  - Vincent L. Ready                      • Jessica Gregory
  - Bob Pেকেles                         • Chris Sullivan
  - Stan Lanyon, QC                    • Mark Brown
  - John McConchie                    • Ken Saunders
  - Corinn Bell                           • Julie Nichols
- (m) It is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Just Cause**

- (a) The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

### **10.2 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. One copy of the written notice of dismissal or suspension shall be forwarded to the union designate within five days of the action being taken.

A copy of the written notice of suspension or dismissal will be forwarded to the President of the Union or the designated staff representative within five working days.

**10.3 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include:
  - (1) written censures;
  - (2) letters of reprimand; or
  - (3) adverse reports.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

**10.4 Performance Evaluations**

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven days to read, review and sign the evaluation.
- (b) The evaluation form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (d) An employee shall receive a copy of their evaluation at time of signing.
- (e) All performance evaluations shall be carried out in a confidential manner.
- (f) The parties agree that performance evaluations are intended to be supportive of employees' professional development. Formal performance evaluations will not replace regular feedback.

**10.5 Personnel File**

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven days after the notice is given.
- (b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer not less than 48 hours written notice prior to having access to such file. A human resources manager/director shall accompany the union representative while reviewing the file. Access to the file shall be no later than seven (7) days after the notice is given.

(c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

#### **10.6 Right to Have Steward Present**

(a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise their right to contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

(c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

#### **10.7 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

#### **10.8 Confidentiality**

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

(a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

(b) Straight-time paid hours shall include time spent on:

(1) paid holidays;

(2) paid vacation;

(3) leave during which time an employee is in receipt of wage-loss benefits from WorkSafeBC pursuant to Sections 29 or 30 of the *Workers Compensation Act* in respect of a claim from this employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WorkSafeBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections:

(4) paid illness or injury leave;



- (5) union leave;
- (6) pregnancy, parental and adoption leave;
- (7) other approved paid leaves of absence.

For the purpose of part six above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half payroll year preceding the leave. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

### **11.2 Seniority List**

A current service seniority list for employees will be provided by the Employer to the Union on a quarterly basis. The list shall include the following:

- (1) Employee's name
- (2) Employment status (i.e. regular or casual)
- (3) Classification
- (4) Seniority hours
- (5) Start date

### **11.3 Loss of Seniority**

An employee shall lose seniority and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) they voluntarily terminate their employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work within seven days of recall after being notified by mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven-day provision.

### **11.4 Re-Employment**

(a) A regular employee who voluntarily resigns their employment and within 90 days is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority, accumulated illness or injury leave and years of service for vacation purposes.

(b) A regular employee who terminates employment with the Employer and is employed within 90 calendar days within the Beacon Community Association certification with the Union, shall upon successful completion of the probationary period, be entitled to portability of benefits as specified below:

- (1) *Wage increment step* - Length of service as a regular employee with the previous employer in a similar job shall be recognized by the receiving employer for the purpose of placement at a wage increment step. Future increment progression shall be based on service under the new certification.
- (2) *Vacations* - Length of service as a regular employee with the previous employer shall be recognized for the purpose of vacation entitlement.

(c) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least three years of service with the Employer at time of termination;
- (2) the resignation must indicate the reason for termination;
- (3) the break in service shall be for no longer than three years and during that time the employee must not have been engaged in remunerative employment for more than six months cumulative;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **11.5 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

## **ARTICLE 12 - JOB POSTINGS**

### **12.1 Job Postings and Applications**

If a vacancy or a new job is created for which union personnel reasonably might be expected to be recruited the following shall apply:

- (a) If the vacancy or new job has a duration of 30 days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information.
- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than 60 days, the position shall not be posted and instead shall be filled as follows:
  - (1) where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 12.8. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 15, the proposed move shall not be made; or
  - (2) by casual employees, including regular part-time employees registered for casual work in accordance with Article 28.3.
- (c) Regular full-time employees shall not be entitled to relieve other regular employees under (b)(1) on more than four occasions in one calendar year unless the Union and the Employer otherwise agree.
- (d) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

**12.2 Change to Start and Stop Times, Days Off and Work Area**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- (a) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

**12.3 Preference to Internal Applicants**

Regular ongoing vacancies will be filled with qualified internal applicants prior to being posted for external applicants.

**12.4 Application From Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of illness or injury leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

**12.5 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to 12.1 above.

**12.6 Notice to Union**

One copy of all bargaining unit position postings shall be sent to the designated union representative within the aforementioned seven calendar days.

**12.7 Notice of Successful Applicant**

- (a) The Employer shall, within three calendar days, inform all internal applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy, or new job was posted.
- (b) Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

**12.8 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy, or new position in the course of a grievance investigation.

**12.9 Selection Criteria**

In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications, demonstrated abilities, and seniority shall be the determining factors. In filling vacancies, the determining factors will be ability, performance and relevant qualifications. These three factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.

### **12.10 Probationary Period**

All employees shall be subject to a probationary period. The probationary period for regular staff shall be 488 hours of work or six calendar months with the Employer, whichever occurs sooner. By written mutual agreement between the Employer and the Union, the probationary period may be extended by three calendar month(s) provided written reasons are given for requesting such extension. Casual employees must complete 488 hours.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

### **12.11 Qualifying Period**

- (a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.
- (b) If a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three-month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.
- (c) Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.
- (d) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (b) of this section.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Technological Change**

#### **(a) Preamble**

The parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology. The parties agree to meet to exchange information with respect to such issues at the request of either party.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

#### **(b) Enhanced Consultation**

The Employer shall notify the Union of any proposed labour adjustment initiative in accordance with the general principles of enhanced consultation.

The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising therefrom may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

### **13.2 Job Training**

At the request of either the Employer or the Union, the parties shall meet in accordance with Article 7.5 - Union/Management Committee for the following purposes:

- (a) planning training programs for those employees affected by technological change;
- (b) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- (c) planning training programs for those employees affected by new methods of operation;
- (d) planning training programs in the area of general skills upgrading.

Whenever necessary, the parties shall seek the assistance of external training resources such as the Employment and Social Development Canada and provincial Ministry of Labour or other recognized training institutions.

### **13.3 Process - Reduction and Restructuring**

- (a) In the event of reduction resulting from any technological change, labour adjustment or downsizing initiative, the Employer, together with the Union, will canvass the bargaining unit by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement, move from full-time to part-time, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.
- (b) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the collective agreement; then
  - (1) the Employer shall issue displacement/lay off notices; then
  - (2) the employee shall exercise bumping rights to a comparable job with the Employer; then
  - (3) if there is no comparable job with the Employer, the employee may exercise bumping rights into a less than comparable job.
- (c) The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe.

### **13.4 Definition of Displacement**

- (a) Any employee classified as a regular employee shall be considered displaced by technological change when there is a reduction of hours or when their services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.
- (b) Where notice of displacement or lay off actually results in a lay off, and prior to a lay off becoming effective, two copies of such notice shall be sent to the designated union representative.
- (c) Layoff must be in reverse order of seniority.

### **13.5 Bumping**

- (a) It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the capability

and qualifications to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion if it meets the definition of a comparable position under Definition 8.

The Union will recommend to their membership that they facilitate and expedite the job selection, placement and bumping process in the context of downsizing and labour adjustment generally.

(b) Where a regular employee is hired into a position in a program which is subject to seasonal closures and such closures are identified in job postings and letters of appointment then the employee will only be eligible to bump other employees in accordance with Article 13.5(a), if the period of lay off exceeds the duration of the season closure by two or more weeks.

(c) In the event an employee opts to post into a classification with a lower rate of pay, such employee will be placed at the increment step they had attained in their previous position.

In the event an employee is promoted to a position with a higher classification rate of pay, such employee will be placed at the increment step closest to but not less than their previous rate of pay.

### **13.6 Layoff Notice**

The Employer shall give regular full-time and regular part-time employees the following written notice of lay off or normal pay for that period in lieu of notice except where Article 13.5(b) is applicable:

- (a) an employee who has not completed the probation period - two weeks' notice;
- (b) an employee who has completed the probationary period - four weeks' notice;
- (c) three or more years' seniority - one additional week per year to a maximum of eight weeks.

Notice of lay off shall not apply where the Employer can establish that the lay off results from an act of God, fire, or flood.

### **13.7 Retention of Seniority (Recall)**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay off for a period of one year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven-day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 13.5 of this agreement.

### **13.8 Interim Solutions**

The parties at the local level will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

### **13.9 Section 54 of the Labour Relations Code**

The parties agree that the present agreement fulfils the requirements of Section 54 of the *Labour Relations Code*. In the event that any changes related to FTE reductions contemplated by the present agreement constitute technological change, the Union agrees that the present agreement gives notice of

technological change and complies with the notice periods in the collective agreement. The parties further agree that the present agreement satisfies any other requirements of technological change or the *Employment Standards Act* (Group Terminations). There are no other tests regarding change.

### **13.10 Contracting Out**

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the reduction of regular hours and/or laying off of such employees. There will be no expansion of contracting in or out within the bargaining unit of the Union as a result of the reduction of FTEs.

Where a position is vacant and no internal candidate is available, with the agreement of the Union, the Employer may contract out the work while making efforts to fill the position with a new or existing bargaining unit employee.

## **ARTICLE 14 - HOURS OF WORK AND SCHEDULING**

### **14.1 Continuous Operation**

The workweek shall provide for continuous operation based on a seven-day week, 24 hours per day.

### **14.2 Hours of Work**

(a) Except as otherwise provided in this article, the average hours of work for each regular full-time employee covered by this agreement, exclusive of meal times, shall be 30 or more hours per week or an equivalent mutually agreed to by the Employer and the Union.

(b) Where the full-time hours of work for any classification at the time of ratification of this agreement average less than 37½, the full-time hours of work shall be maintained, except where the Employer and the Union otherwise agree.

It is understood and agreed that in the event the length of the normal regular full-time workweek of a future agreement is, or averages, 36 hours per week, the full-time hours of work for any classification averaging less than 36 hours per week shall be increased to an average of 36 hours per week at that time.

The operation of this Part (c) shall not result in an increase or decrease to the hourly rate of pay for any classification.

(c) Except as otherwise provided in this article, the base day will be seven and one-half hours for the purpose of calculating the accrued benefit credit banks. Where the full-time hours of work for any classification average less than 37½ hours per week, the base day will be the average weekly full-time hours of work divided by five workdays.

(d) Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of 116 days per year [that is, an average of days per week plus a minimum of 13 paid holidays. If, at the end of 52 weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of 116 days off, they shall be paid extra at the applicable overtime rate for each day by which their total number of days off falls short of 116 days except for days for which they were paid overtime in accordance with Articles 15 or 16.3.

(e) Employees shall not be required at any time to work more than six consecutive shifts, and employees shall not receive at any time less than two consecutive days off-duty excluding paid holidays, otherwise overtime shall be paid in accordance with Article 15. Subject to the approval of the

Employment Standards Board, the foregoing provision may be varied by mutual agreement between the Employer and the Union.

(f) Where the Employer and the Union have agreement in a collective agreement, memorandum, or letter of agreement on specific scheduling provisions with respect to hours of operation, excursions, flextime, extended workdays or modified workweeks for any specific employee or group of employees, the agreements shall be maintained for incumbents as of the date of ratification unless mutually agreed otherwise by the Union and the Employer. If mutual agreement on proposed amendments is not reached either party may refer the matter to the Investigator pursuant to Article 8.13 who will investigate the difference and give consideration to past practice, employee circumstances and the Employer's operational requirements. The parties shall be bound by the decision of the Investigator.

(g) Regular full-time employees shall not be required to work three different shifts in any six consecutive days period posted in their work schedules.

(h) Additional hours of work will be assigned as follows:

(1) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:

(i) full-time employees

(ii) part-time employees

(2) Regular employees will be offered additional hours within their classification and worksite before qualified regular employees at other programmes/worksites in that classification. Remaining additional hours will be offered to qualified regular employees in other classifications.

(3) Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will be used to calculate all benefits of this collective agreement except as provided in Article 24 (Health Care Plans).

(4) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

### **14.3 Scheduling Provisions**

(a) (1) The Employer shall arrange the times of all on-duty and off-duty shifts, including days in lieu of paid holidays pursuant to Article 16.8 and post these at least 14 calendar days in advance of their effective date.

(2) If the Employer alters the scheduled workdays of an employee without giving at least 14 calendar days advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 15, except where the Union and the Employer agree otherwise in good faith. The Union and the Employer may agree at the local level to allow such an agreement to be between the employee and the Employer. Notice of the alteration shall be confirmed in writing as soon as possible.

(b) There shall be a minimum of 12 consecutive hours off-duty between the completion of one work shift and the commencement of the next.

(c) When it is not possible to schedule 12 consecutive hours off-duty between work shifts, all hours by which such changeover falls short of 12 consecutive hours shall be paid at overtime rates in accordance with Article 15.



(d) If a written request for a change in starting time is made by an employee which would not allow 12 consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.

(e) Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

(f) If the Employer changes a shift schedule without giving a minimum of 14 calendar days advance notice and such change requires an employee to work on a scheduled day off, then such hours worked shall be paid at overtime rates pursuant to Article 15. Notice of the change shall be confirmed in writing as soon as possible.

(g) Regular full-time employees shall not be required to work three different shifts in any six consecutive days period posted in their work schedules.

#### **14.4 Rest Periods**

There shall be a 15-minute rest period in each half of any full shift. Employees working less than a full shift shall receive one 15-minute paid rest period.

#### **14.5 Meal Periods**

(a) An unpaid meal period shall be scheduled as close as possible to the middle of each shift of five hours or more and shall be taken away from the work area. The length of the meal period shall not be less than 30 minutes, or up to 60 minutes by mutual agreement.

(b) Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two hours of the end of the shift. Employees whose meal period is not rescheduled will be paid for the meal period at the applicable overtime rates.

(c) An employee who has been designated by the Employer to be available for work during their meal period will receive pay for the meal period at straight-time rates.

#### **14.6 Definition of Shifts and Shift Premiums**

##### *Identification of Shifts:*

- (a) "Afternoon shift" is any shift in which 50% or more occurs between 4:00 p.m. and 12:00 midnight.
- (b) "Night shift" is any shift in which 50% or more occurs between 12:00 midnight and 8:00 a.m.

#### **14.7 Scheduling Limitations**

Unless otherwise specified in this article, the following shall always apply:

(a) If an employee is required by the Employer to report first to a different location before reporting to their scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at their scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.

- (b) Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

#### **14.8 Excursions**

Employees who accompany clients/residents on excursions of twenty-four (24) hours or greater, will be entitled to a full shift's pay and four (4) hours of lieu time for every 24-hour period. Lieu time shall be scheduled pursuant to Article 15.6.

#### **14.9 Flextime**

For the purpose of this agreement, flextime means hours worked by employees who are given authority by the Employer to choose their starting and finishing times, the length of their workday, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

- (a) the workday shall not exceed 10 hours, except where the employee specifically requests and the Employer agrees; and
- (b) full-time employees shall perform work on at least four days in any calendar week; and
- (c) employees shall average 75 hours of work per fortnight; and
- (d) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required; and
- (e) regular full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one-half hours, provided at least seven and one-half hours are required to complete the averaging period. If less than seven and one-half hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence;
- (f) where the full-time hours of work for a regular employee covered by this article are different than 37½ hours per week, the hours of work per fortnight under (c) above shall be adjusted to reflect those full-time weekly hours and, similarly, the deemed daily hours under (e) above shall be adjusted to reflect the regular full-time weekly hours of work divided by five days.

#### **14.10 Modified Hours of Work Arrangements**

Where modified hours of work arrangements are presently in place for employees covered by new certifications where there is no collective agreement presently in effect, the Union and the Employer shall review and develop local memoranda of agreement to address existing scheduling provisions with respect to extended workdays, modified workweeks or other modified hours of work arrangements. The parties agree that existing practices shall not be unreasonably disrupted so long as such practices are consistent with the terms of the agreement.

#### **14.11 On Call**

- (a) Employees required to be on call shall be paid \$1 per hour, or portion thereof.
- (b) The minimum on call requirement shall be four consecutive hours.
- (c) Should the Employer require an employee to have a pager or a cellular phone available during their on call period, then all related expenses for such device shall be the responsibility of the Employer.

**ARTICLE 15 - OVERTIME****15.1 Definitions**

- (a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Article 14.2.
- (b) "*Straight-time rate*" means the hourly rate of pay.
- (c) "*Time and one-half*" means one and one-half times the straight-time pay.
- (d) "*Double-time*" means two times the straight-time rate.
- (e) "*Scheduled workday*" means a day on which the employee is regularly scheduled to work
- (f) "*Scheduled day off*" means a day on which the employee is regularly scheduled not to work

**15.2 Overtime Compensation**

- (a) Regular full-time employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2, or who are requested to work on their scheduled day(s) off, shall be paid the rate of time and one-half of their basic hourly rate of pay for the first two hours of overtime on a scheduled workday and double-time thereafter or on a scheduled day off.
- (b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

**15.3 Overtime on Scheduled Day Off**

Employees required or called in to work on a scheduled day off shall receive the applicable regular or overtime rate as provided but shall not have the day off rescheduled.

**15.4 Overtime on Paid Holiday**

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 16, the employee shall be paid overtime at the rate of time and one-half the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

**15.5 Overtime Pay**

Overtime pay shall be paid to the employee on the next paycheque after the expiration of the pay period in which the overtime was earned except as provided in Article 15.6 below.

**15.6 Compensating Time Off**

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within 24 calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee.

If such time off is not taken by the end of the 24-weeks period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

#### **15.7 Overtime Meal Allowance**

An employee who works two and one-half hours of overtime immediately before or following their scheduled hours of work shall receive a meal allowance of up to \$15 with a receipt provided. One-half hour with pay shall be allowed the employee in order that they may take a meal break either at or adjacent to their place of work.

- (a) This clause shall not apply to part-time employees until the requirements of Article 15.9 have been met.
- (b) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times or period of availability for a normal workday.

#### **15.8 Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime. Only in cases of emergency may an employee be required to work overtime.

#### **15.9 Overtime for Part-Time and Casual Employees**

- (a) A part-time or casual employee working less than the normal hours per day of a full-time employee in the same position, and who is requested to work longer than their regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

#### **15.10 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

#### **15.11 Callback**

Employees called back to work during their scheduled time off shall receive a minimum of two hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work the allowance in Article 26.12 from the employee's home to the Employer's place of business and return. The minimum allowance shall be \$2.

**15.12 Application of Overtime - Casual Employees**

- (a) Regular employees have a right to pick up casual shifts to a maximum of 80 hours biweekly or if daily overtime is triggered, Article 15 of the collective agreement applies.
- (b) Regular employees can submit availability to work additional hours up to the allowable straight-time hours to a maximum of 80 hours biweekly. Once 80 hours are worked overtime will apply. (See Article 14.2[h])

**15.13 Sharing of Overtime**

Overtime work will be allocated equitably within a programme and/or worksite.

**15.14 Overtime Call Out Response Window**

Overtime Call-out shifts needing to be filled will be offered equitably based on the following timelines:

- (a) Shifts that need to be filled in less than 24 hours will be called out to all employees with no wait time between calls (first to respond).
- (b) Shifts that need to be filled between 24 and 72 hours will be called out to all employees with 4 hours to respond to calls, then distributed equitably.

**ARTICLE 16 - PAID HOLIDAYS****16.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	National Truth and Reconciliation Day
Easter Monday	Thanksgiving Day
Queen's Birthday	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

- (b) Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.
- (c) Employees shall be entitled to declare a paid holiday in lieu of Easter Monday and/or Boxing Day. These days must be declared before January 31 of each year.

**16.2 Holidays Falling on Saturday or Sunday**

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

**16.3 Holiday Falling on a Scheduled Day Off**

- (a) When a paid holiday falls on a regular full-time employee's scheduled day off, the employee shall be entitled to a day off with pay in lieu of the holiday.

- (b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at time and one-half for all hours worked.

#### **16.4 Holiday Falling on a Scheduled Workday**

An employee who is required to work on a designated holiday shall be compensated at time and one-half. Regular full-time employees shall also receive an additional day off in lieu of the holiday.

#### **16.5 Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

#### **16.6 Holiday Pay for Regular Part-Time Employees**

Regular part-time employees shall receive a day off with pay.

#### **16.7 Christmas or New Year's Day Off**

- (a) The Employer agrees to make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting. Employees shall indicate their preference in writing on or before November 15 each year and the Employer shall respond in writing on or before December 1 each year.
- (b) Employees who are members of non-Christian religions are entitled to up to two days' leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime, or vacation.

#### **16.8 Scheduling of Lieu Days**

Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.

### **ARTICLE 17 - VACATION ENTITLEMENT**

#### **17.1 Annual Vacation Entitlement**

All regular full-time employees shall be credited for vacations in January of each year, on the following basis:

- (a) New employees with more than six months continuous service prior to January 1 will receive vacation time based on total completed calendar months employed to January 1.

New employees, who have not been employed six months prior to January 1 will receive a partial vacation after six months' service based on the total completed calendar months employed to January 1. Vacation entitlements for part-time employees will be prorated according to their hours worked.

- (b) Employees with one or more years of continuous service shall be entitled to the following vacation with pay:

<b>Years of Continuous Service</b>	<b>Workdays of Vacation</b>	<b>Percent of Straight-Time</b>
1 <sup>st</sup> year after completing six months of service	15 days of 7.5 hours prorated to date of hire	6%
1 - 4	15	6%
5 - 9	20	8%

Years of Continuous Service	Workdays of Vacation	Percent of Straight-Time
10 - 14	25	10%
15 - 19	30	12%
20+	35	14%

This provision applies when the qualifying date occurs before January 1 in each year.

- (c) Except where the Employer's current practice provides for employees to access annual vacation in excess of earned credits or where the Employer agrees to adopt such a practice under this agreement, employees shall not be entitled to access annual vacation in excess of earned credits.
- (d) The vacation advance shall be repayable by the employee in one of two ways:
  - (1) repayment in full upon termination of employment; or
  - (2) repayment in incremental amounts in a manner to be determined at the local level between the Employer and the employee.

## 17.2 Vacation Period

Requests for vacation shall be made by January 31 each year. The Employer will advise of the approval or not of such requests by February 15. Second and subsequent requests shall be approved after all first requests have been approved and awarded on a first-come, first-served basis. Vacation schedules may be changed once approved with the agreement of the Employer and employee. Agreement will not be unreasonably withheld.

## 17.3 Splitting of Vacation Periods

Annual vacation for employees with 10 days' vacation or more shall be granted in one continuous period but may, upon request from the employee, be divided, subject to the approval of the Employer, provided that the following shall apply:

- (a) the Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (b) at least one block of vacation shall be at least five days in duration.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been approved. Seniority shall also prevail in the choice of each subsequent vacation period, but only after each previous vacation period has been approved.

Annual vacations for employees with less than 10 workdays' vacation shall be granted in one continuous period.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

**17.4 Vacation Pay**

Upon receipt of 14 days' written notice, the Employer shall pay to the employee, on the payday immediately prior to the commencement of their vacation, an amount equivalent to their vacation being taken, up to the amount of vacation pay earned.

**17.5 Vacations Non-Accumulative**

(a) An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

(b) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

**17.6 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 17.1.

**17.7 Reinstatement of Vacation Days - Illness or Injury Leave**

In the event an employee is ill or injured prior to the commencement of their vacation, such employee shall be granted illness or injury leave, upon providing satisfactory medical evidence to support such leave, and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

**17.8 Callback from Vacation**

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by them, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

**17.9 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

**ARTICLE 18 - EDUCATION LEAVE****18.1 Courses/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The



cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

### **18.2 In-Service Education**

- (a) Employees scheduled by the Employer to attend in-service education seminars on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar.
- (b) Employees required by the Employer to attend in-service education seminars on a scheduled day off shall receive compensation for all hours in attendance at the seminar in accordance with Articles 14 and 15.

### **18.3 Leave Without Pay**

After three years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to program service delivery subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four calendar months, such employee shall make every effort to give six calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.
- (c) The Employer shall provide written reasons for the denial of leave pursuant to (a) above.

Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in their former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise their rights in accordance with Article 13.

### **18.4 Exchange Programs**

The parties agree that exchange programs between employers will be encouraged. Where practical, employees will be given the opportunity to participate in exchange programs at full pay and allowances. No such exchange will take place without a written agreement with the Union(s) and the Employer(s) involved.

### **18.5 Professional Development**

The Employer supports employee training and development and will support costs associated with courses or training relevant to the employee's career path within the organization, and subject to normal budgetary constraint, on a case by case basis.

## **ARTICLE 19 - SPECIAL AND OTHER LEAVE**

### **19.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three working days.

Immediate family is defined as an employee's parent, spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal

guardian, legal ward, and any other person, except for a tenant(s) permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral.

(b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(c) Every effort will be made to grant additional bereavement leave of absence without pay if requested by the employee.

## **19.2 Jury Duty**

(a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.

(b) An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

## **19.3 Special Leave**

(a) A regular employee shall earn special leave credits with pay up to a maximum of 25 days at the rate of one-half day every four weeks, prorated for part-time employees.

Special leave credits may be used for the following purposes:

(1) marriage - five days;

(2) paternity - two days;

(3) serious household or domestic emergency including illness in the immediate family of an employee, and when no one at the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days at any one time;

(4) leave of one day may be added to three days' bereavement leave;

(5) leave of three days may be taken for travel associated with bereavement leave;

(6) adoption leave - two days;

(7) leave of three days may be taken to assist and employee to transition from a situation associated with domestic abuse or violence.

## **19.4 General Leave**

(a) Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for such leave shall be in writing with at least two weeks' notice, except in cases of emergency. The Employer shall make every reasonable effort to respond within two weeks and approval for such leave shall not be unreasonably withheld.

(b) personal days - two days' vacation or unpaid leave. This leave shall not be unreasonably withheld subject to operational requirements (personal days are defined as time the employee has personal issues to attend to, which do not fall under any other category of special leave).

#### **19.5 Benefits on Leave of Absence**

Benefits will not be earned or accrued when an unpaid leave of absence exceeds 20 consecutive workdays in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

#### **19.6 Full-Time Public Duties**

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a municipal, provincial, or federal, first nation or other indigenous election for a maximum period of 90 days;
- (b) for employees elected to a public office for a maximum period of five years.

#### **19.7 Compassionate Care Leave**

The parties agree that compassionate care benefits under the *Employment Insurance Act* shall apply to the employees of Beacon Community Association.

#### **19.8 Domestic Violence Leave**

An employee is entitled to domestic violence leave of absence if the employee or the employee's child experienced domestic violence or sexual violence:

- (a) Up to five days of paid leave;
- (b) Up to five days of unpaid leave, and
- (c) Up to 15 weeks of additional unpaid leave.

### **ARTICLE 20 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

#### **20.1 Pregnancy Leave**

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Article 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

- (d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Pregnancy leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

## **20.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birthing parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Article 20 - Pregnancy and Parental Leave;
  - (2) in the case of the non-birthing parent or the common-law partner of the birthing parent, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child;
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child has or is impacted by a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

## **20.3 Leave without Pay**

All leave taken under Article 20 - Pregnancy and Parental Leave is leave without pay.

## **20.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 20.1 - Pregnancy Leave and 20.2 - Parental Leave in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 20.1(f) - Pregnancy Leave and/or 20.2(c) - Parental Leave.

## **20.5 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 20.1 - Pregnancy Leave or 20.2 - Parental Leave.

## **20.6 Benefit Plan**

If an employee maintains coverage for benefit plans while on pregnancy or parental leave, the Employer agrees to pay the Employer's share of these premiums.

## **20.7 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 12.5 - Bridging of Service.
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

## **20.8 Illness or Injury Leave Credits**

- (a) Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal illness or injury leave.
- (b) Illness or injury leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

# **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

## **21.1 Statutory Compliance**

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

## **21.2 Client Information**

The Employer shall provide employees with information in its possession regarding a client, resident or client's home which is necessary for the employee to safely carry out their duties.

## **21.3 Occupational Health and Safety Committee**

- (a) The Occupational Health and Safety Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.
- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time

regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WorkSafeBC Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

(c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within 21 days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Trouble-shooter for a written recommendation.

(d) No employee shall be disciplined for refusal to work when excused by the provisions of the *Workers Compensation Act* or regulations.

(e) The Occupational Health and Safety Committee may use the resources of WorkSafeBC and/or the Health Care Occupational Health and Safety Agency to provide information to the committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

(f) The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

(g) The Employer will provide orientation or in-service which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

(h) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

#### **21.4 Aggressive Behaviour**

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the *Protection of Workers from Violence in the Workplace Regulations*, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

(d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work-related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

### **21.5 Vaccination and Inoculation**

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees. Where the Employer or Occupational Health and Safety Committee identifies high risk areas which expose employees to infectious or communicable diseases for which there are protective immunizations available, such immunizations shall be provided at no cost to the employee. The Committee may consult with the Medical Health Officer. Where the Medical Health Officer identifies such a risk, the immunization shall also be provided at no cost to the employee. The Employer shall provide Hepatitis B vaccine, free of charge, to those employees who may be exposed to bodily fluids or other sources of infection.

(b) In order to protect all employees and the clients with whom they interact, an employee may be required to be vaccinated or immunized against communicable diseases, to provide evidence of vaccination, and to maintain such vaccination as a condition of employment. An employee who provides a valid medical exemption from vaccination or immunization will be required to adhere to appropriate safety protocols as determined by the Employer. Upon the request of the employee, the parties will explore all options for alternatives to vaccinations. No reasonable request will be denied.

(c) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, or other laboratory tests to prove they are free from communicable disease.

### **21.6 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by WorkSafeBC.

### **21.7 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### **21.8 Injury Pay Provision**

(a) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled and assigned hours on that day provided the injury results in the employee being approved for a WorkSafeBC claim.

(b) Employees eligible for illness or injury leave coverage pursuant to Article 27 shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WorkSafeBC claim for the same injury, the illness or injury leave credits paid for the first day of injury shall be reinstated to the employee.

#### **21.9 Investigation of Accidents**

(a) Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

(b) Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one union Occupational Health and Safety Committee member or, if not available, a union steward, and one employer representative.

(c) Copies of the accident investigation reports must be forwarded without undue delay to the Occupational Health and Safety Committee.

(d) In the event of a work related employee fatality, the Employer shall notify the union designate of the nature and circumstances of the accident as soon as possible.

#### **21.10 Emergency Travel Kit**

Where employees are required to use their personal, or the Employer's, vehicle for work in isolated or areas with hazardous road conditions, and where there is agreement at the local level regarding the provision of an emergency travel kit, the Employer will provide such a kit. The Occupational Health and Safety Committee will make recommendations on the contents of the emergency kit.

#### **21.11 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety related workload concerns to the Occupational Health and Safety Committee for investigation under Article 21.3.

#### **21.12 Prevention of Musculoskeletal Injuries**

The parties agree with the goal of preventing musculoskeletal injuries to employees.

To this end, the parties agree to work through the Occupational Health and Safety Agency for Healthcare to achieve the following:

(a) identify factors contributing to the risk of musculoskeletal injuries, including manual lifting where it occurs;

(b) develop possible solutions to address such risk factors, including procedural measures and infrastructure/equipment improvements;

(c) distribute clear guidelines to employers and local Occupational Health and Safety Committees regarding identified risk factors and possible solutions;

(d) assist employers and local OH&S Committees to evaluate and implement recommended solutions to address specific, identified musculoskeletal injury risks; and

(e) work in partnership with WorkSafeBC and funding agencies to finance the implementation of acceptable solutions, including infrastructure, equipment and/or staffing where appropriate.



**21.13 Mental Health**

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First aid for the health and safety representatives and other employees on a case by case basis. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

**ARTICLE 22 - MORE FAVOURABLE RATE OR CONDITIONS**

All more favourable rates or conditions contained in memoranda of agreement, except as they are amended by negotiations, shall be continued in the collective agreement.

**ARTICLE 23 - MUNICIPAL PENSION PLAN**

Eligible employees who have completed their probationary period will be enrolled in the Municipal Pension Plan.

MPP contact information:

Web: <http://www.pensionsbc.ca>

Email: [mpp@pensionsbc.ca](mailto:mpp@pensionsbc.ca)

Victoria Phone: 1-250-953-3000

BC Phone: 1-800-668-6335

**ARTICLE 24 - HEALTH CARE PLANS****24.1 BC Medical Plan**

The Employer shall pay 100% of the regular monthly premiums for eligible regular employees who have completed the probationary period, their spouse, and dependants for medical coverage under the BC Medical Plan.

**24.2 Dental Plan**

(a) Employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

(b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.

(c) The Employer shall pay 100% of the premium.

(d) The plan shall be comparable to the dental plan provided by the employers covered by the Facilities Subsector Agreement through Sun Life. (Refer to Information Appendix 1).

**24.3 Extended Health Plan**

(a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.

- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$600 every 48 months.
- (c) The plan shall be comparable to the extended health plan provided by the employers covered by the Facilities Subsector Agreement through Sun Life. (Refer to Information Appendix 6).

#### **24.4 Group Life Insurance**

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of \$50,000 and standard 24 hours accidental death and dismemberment insurance. Coverage shall continue until termination of employment. On termination of employment (including retirement) coverage shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised: that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (c) The Employer shall pay 100% of the premium.

#### **24.5 Dependants**

An eligible dependant for the purposes of this article is one who is so classified for income tax purposes.

#### **24.6 Long-Term Disability**

- (a) The Employer shall provide a long-term disability insurance plan.
- (b) The plan shall cover post probationary employees and provide such employees with salary continuation until the age of 65 in the event of a disability.
- (c) The plan shall be as provided in Appendix 3.
- (d) The Employer shall pay 100% of the premium.

#### **24.7 Commencement of Coverage**

Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees and shall commence on the first day of the calendar month immediately following the completion of the employee's probationary period.

#### **24.8 Confidentiality of Claim Forms**

All information on an employee health and welfare plan claim form will be kept confidential and used only for its intended purpose. Employees shall have the right to submit claim forms directly to the benefit provider/insurance carrier.

### **ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY**

#### **25.1 Return of Employer Property on Termination**

Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

**25.2 Personal Property Damage**

Upon submission of reasonable proof, where an employee's personal possessions (including an automobile) are damaged by a client, the Employer shall pay up to a maximum of \$300 for the repair or replacement costs of the article(s), provided such article(s) are suitable for use while on duty. When the damage to personal property value is more than \$300, exceptional circumstances will be considered.

**25.3 Employer to Continue to Supply Tools**

All employers currently supplying tools to employees shall continue to supply tools to employees. All employers shall supply tools to employees upon the requirement of the employers that the employees provide tools calibrated to the metric scale. All employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

**25.4 Uniforms**

The Employer shall supply and maintain uniforms and name tags (with first names only) for employees who are required to wear same.

**25.5 Protective Clothing**

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where WorkSafeBC requires the Employer to provide same.

**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES****26.1 Paydays**

- (a) Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees will be paid by direct deposit.
- (b) The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of illness or injury leave credits earned, and an itemization of all deductions.

**26.2 Compensation**

See Appendix 1.

**26.3 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

**26.4 Relieving in Higher and Lower Rated Positions**

- (a) In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment of the new position after not less than one workday, retroactive to the start of the relief period.
- (b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

(c) Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, 10% per month more than the highest rate for their classification, or \$100, or portion thereof, whichever is greater, if so employed for one or more workdays, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

#### **26.5 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

#### **26.6 Transfers**

A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

#### **26.7 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with their overall seniority.

#### **26.8 Re-Employment After Retirement**

(a) Employees who have reached retirement age as prescribed under the *Pension (Municipal) Act* or the *Pension (Public Service) Act* and continue in the Employer's service, or are re-engaged within three calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed. All perquisites earned up to the date of retirement shall be continued or reinstated.

(b) Where increment progression in the employee's position is based on hours of service, the employee shall maintain credit for hours worked in the present increment for the purpose of progression to the next step.

#### **26.9 Re-Employment After Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **26.10 Supervisory or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee, does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

#### **26.11 Vehicle Allowance**

(a) An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive a per kilometre allowance in accordance with the Canada Revenue Agency provisions, for the term of this collective agreement.

- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) Employees required to drive on behalf of the Employer must provide a valid driver's licence and a clean driver's abstract (to be renewed annually), and evidence of sufficient vehicle insurance.
- (d) Employees who are required to operate a vehicle in the course of their duties are required to obtain insurance for Business Use (Rate Class 007) and at least two million dollars Third Party Legal Liability.
- (e) Employees shall receive an advance equivalent to the difference between the coverage required by the Employer in (c) with four years' safe driver discount and the employees' Pleasure/To and From Work (Rate Class 002 or 003, whichever is applicable); two million dollars Third Party Legal Liability; four years' safe driver discount, upon proof of insurance as required by the Employer.
- (f) If an employee terminates employment during the employee's insurance year the Employer shall recover the appropriate prorated amount of the advance.

#### **26.12 Meal Allowance**

Employees on the Employer's business away from their worksite or out of their region shall be entitled to reimbursement for meal expenses to the maximum set out below. This article shall not apply to employees who, on a day-to-day basis, do not work in a fixed location.

Effective	April 1, 2023
Breakfast	12.25
Lunch	14.25
Dinner	24.50

#### **26.13 Out-of-Pocket Expenses**

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of their duties and of a type previously authorized by the Employer, as long as such costs are not addressed by specific allowances payable elsewhere under this agreement.

#### **26.14 Indemnification and Reimbursement of Legal Fees**

- (a) Except where there has been negligence on the part of an employee, the Employer will:
  - (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - (2) assume reasonable costs, legal fees and other expenses arising from any such action.
- (b) Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

**ARTICLE 27 - ILLNESS OR INJURY LEAVE****27.1 Premium Reductions**

The following illness or injury leave provisions may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible illness or injury leave plans are attainable under the *Employment Insurance Act*.

**27.2 Illness or Injury Leave Credits**

Regular employees who have completed their probationary period shall accrue illness or injury leave credits at the rate of 6.9% to a maximum of 1,170 hours. Upon completion of their probationary period, an employee shall be credited with illness or injury leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their illness or injury leave credits.

**27.3 Illness or Injury Leave Pay**

Illness or injury leave with pay is payable because of illness or injury and employees who are absent from duty because of illness or injury may be required to provide medical evidence of eligibility. Additionally, employees may be required to provide medical evidence of fitness to return to work and/or restrictions, prior to such return. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of illness or injury and employees must notify the Employer prior to their return. All costs for doctor's notes required by the Employer will be reimbursed to the employee.

**27.4 Workers' Compensation WorkSafeBC Benefit**

- (a) Employees shall receive directly from WorkSafeBC any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WorkSafeBC wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 24 will continue to apply to employees who are entitled to receive WorkSafeBC wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WorkSafeBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers Compensation Act*, so long as the employee is otherwise entitled to benefits under those sections of the *Workers Compensation Act*.
- (d) Where an employee has been granted illness or injury leave and is subsequently approved for WorkSafeBC wage loss benefits for the same period, WorkSafeBC shall reimburse the Employer for all monies paid as illness or injury leave and any illness or injury leave credits used shall be reinstated to the employee upon full repayment.
- (e) Employees qualifying for WorkSafeBC coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 19.4 except that seniority shall continue to accrue based on regular hours.

**27.5 Illness or Injury Leave Deductions**

Illness or injury leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Illness or injury leave deductions shall be according to actual time off.

An employee must apply for illness or injury leave pay to cover periods of actual time lost from work owing to sickness or accident.

#### **27.6 Medical/Dental Appointments**

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, illness or injury leave with pay shall be granted.

#### **27.7 Leave of Absence Without Pay**

Employees with more than one year's service who are off because of sickness or accident shall at the expiration of paid illness or injury leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one month plus an additional one month for each additional three years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The Employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The Employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the Employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

#### **27.8 Less than One Year's Service**

Employees with less than one year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven workdays. Further leave of absence periods of seven workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within seven workdays from such an employee explaining their condition, they shall be removed from the payroll.

#### **27.9 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such illness or injury leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against ICBC but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six months following the illness or injury, unless the employee first elects to take action on their own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any illness or injury leave pay that it may have paid to the employee.

Where the Employer recovers monies from ICBC, the employee's illness or injury leave credits shall be proportionately reinstated.

#### **27.10 Family Illness**

- (a) In the case of illness or hospitalization of the employee's spouse or a dependent child of an employee, and when no one at the employee's home other than the employee can provide for their needs, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two

days' paid illness or injury leave at any one time for this purpose. To a maximum of six (6) days per calendar year.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(c) For the purpose of this clause, "*child*" includes a child over the age of 18 residing in the employee's household who is permanently dependent on the employee due to mental or physical impairment.

## ARTICLE 28 - CASUAL EMPLOYEES

### 28.1 Casual Employees

(a) Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

(b) Casual employees shall serve a probationary period of 488 paid hours. During the probationary period casual employees may be terminated for unsatisfactory service.

(c) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12.10.

(d) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.10.

(e) Where a casual employee registers for work in a different classification the employee shall serve a qualifying period of 488 paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.

(f) Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand workforce.

### 28.2 Call-in Procedure

(a) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department for which the employee meets the requirements of the job based on the factors in Article 12.9. No casual employee shall be registered in more than one department except where the Employer and the Union otherwise agree in good faith.

(b) Where it appears that the regular employee whose position is being filled by a casual employee will not return to their position within 60 days, that position shall be posted and filled pursuant to the provisions of Article 12.1(a).

(c) A casual employee who is appointed to fill a position under (b) above may only become a regular employee by successfully bidding into a permanent vacancy pursuant to Article 12. Upon completion of an assignment a casual employee shall revert to the casual list.

(d) The manner in which casual employees shall be called to work shall be as follows:

(1) The Employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the Employer listed in descending order of their seniority; and (b)



a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.

- (2)
  - (i) The Employer shall call by telephone only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The Employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight times.
  - (ii) By mutual written agreement between the Employer and the union designate, an employee may be contacted by alternate means of communication. Where the Employer and the union designate execute such an agreement, the agreement will also address the amount of time the employee will have in which to respond to call.
- (3) All such calls shall be recorded in a log maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature (or name if computerized) of the person who made the call. In the event of a dispute, the Union shall have reasonable access to the log and shall be entitled to make copies.
- (4) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

### 28.3 Seniority List

- (a) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "*adjustment*" dates) in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (b) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reconciled until the next following adjustment date.
- (c) Within two weeks of each adjustment date the Employer shall send to the union designate a revised copy:
  - (1) of the master casual seniority list; and
  - (2) of each classification registry maintained by the Employer.
- (d) Upon return to work, casual employees will be credited with seniority hours for the period of time during which the employee was in receipt of wage-loss benefits from the WorkSafeBC under Sections 29 or 30 of the *Workers Compensation Act*. The number of hours credited shall be based on the employee's average weekly straight-time hours paid over the one-half payroll year preceding the employee's leave of absence due to compensable illness or injury. Where the employee has been employed for less than one-half payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

## 28.4 Regular Part-Time Employees

Regular part-time employees may register for casual work under this clause except that Article 28.1(a), (b), (c) and (d) shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four days, the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

## 28.5 Transfer to Casual Status

A regular employee who is laid off shall be entitled to transfer to casual status. Other regular employees may transfer to casual status provided that the Employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

## 28.6 Application of Agreement

Except as otherwise noted the provisions of the following articles do not apply to casual employees. The provisions of all other articles apply to casual employees unless otherwise explicitly stated.

- Article 11.2(a) ..... Seniority List
- Article 11.5 ..... Seniority Dates
- Article 12.10 ..... Probationary Period
- Article 12.11 ..... Qualifying Period
- Article 13 ..... Layoff and Recall
- Article 14.3 ..... Scheduling Provisions
- Article 15.9 ..... Overtime for Part-Time Employees
- Article 15.11 ..... Callback
- Article 17 ..... Vacation Entitlement
- Article 18 ..... Education Leave
- Article 19 ..... Special and Other Leave
- Article 20 ..... Pregnancy, Parental and Adoption Leave
- Article 23 ..... Group RRSP
- Article 24 ..... Health Care Plans
- Article 26.3 ..... Temporary Promotion or Transfer
- Article 26.5 ..... Promotions
- Article 26.6 ..... Transfers
- Article 26.7 ..... Demotions
- Article 26.8 ..... Re-Employment After Retirement
- Article 26.9 ..... Re-Employment After Voluntary Termination or Dismissal for Cause
- Article 26.10 ..... Supervisory or Military Service
- Article 27 ..... Illness or Injury Leave

## 28.7 Casual Employee Health and Welfare Benefits

- (a) (1) Upon completion of 180 hours of work, casual employees shall be given the option to enrol in the following plans:
  - (i) Article 24.1 - BC Medical Plan
  - (ii) Article 24.2 - Dental Plan
  - (iii) Article 24.3 - Extended Health Plan

An employee who makes an election under this provision must enrol in all of the above listed benefits (i), (ii), (iii) and shall not be entitled to exclude any of the above listed benefits.

(2) Where a casual employee subsequently elects to withdraw from the benefit plans or fails to maintain the required payments, the Employer shall terminate the benefits. Thereafter the employee shall only be entitled to re-enrol if the employee so elects between December 1 and December 15 in any year to be effective the January 1 next following.

(b) Where a job posting is filled by a casual employee under Article 28.2(b) and the casual employee occupies the position for six months or more, they will be entitled to reimbursement for monthly benefit premiums paid by the employee for medical, dental and extended health pursuant to paragraph (a) above for the period subsequent to the first 31 days in the position.

In any event, after the casual employee has filled the position for a period of six months, the casual employee shall be enrolled in the benefit plans listed below at the sole cost of the Employer:

- (1) Article 24.1 - BC Medical Plan
- (2) Article 24.2 - Dental Plan
- (3) Article 24.3 - Extended Health Plan

Coverage under this section shall cease when either:

- (1) the regular incumbent returns to the position, or
- (2) the casual employee is no longer working in the posted position.

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Copies of Agreements**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. Sufficient copies of the agreement will be printed for distribution to employees. The Employer and the Union will share equally the cost of printing and distribution.

(b) The agreements shall be printed in a union print shop and shall bear a recognized union label.

(c) The Employer will provide copies of the printed agreement within 90 days of the signing of this agreement. 90 days may be waived in extenuating circumstances.

### **29.2 Volunteers**

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the lay off of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

The Union recognizes and agrees that clients may participate in the day to day operations of the Employer for therapeutic value.

### **29.3 Meals**

Employees who are required to prepare meals and eat the meals, or who are required to eat the meals, at the worksite with clients or residents shall have the same meal provided at no cost to the employee.

**29.4 Job Sharing**

The Employer shall not enter into any Job Sharing arrangements with employees without the written agreement of the Union.

**29.5 Personal Duties**

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

**29.6 Special Employment Programs**

Where participants in a special employment program for youth or other individuals will perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

**29.7 Article Headings**

In this agreement titles shall be descriptive only and shall not form part of the interpretation of the agreement by the parties or an arbitration board.

**29.8 Criminal Record Check**

Where the Employer requires an employee to undergo a criminal record check as a condition of continued employment, the Employer shall reimburse the employee for the full cost of the criminal record check.

**ARTICLE 30 - NEW AND CHANGED POSITIONS****30.1 Job Descriptions**

- (a) Except where an employer has already presented the Union with job descriptions in accordance with the provisions of a previous collective agreement, the Employer shall draw up job descriptions for all jobs in the bargaining unit and present them in writing to the union designate within 90 days of ratification of this collective agreement.
- (b) The job descriptions presented to the Union shall become the recognized job descriptions unless written notice of objection is given by the Union within 60 days.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
  - (1) the procedure whereby the job shall be established has been followed;
  - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
  - (3) the job is properly remunerated in relation to the existing wage schedule; and
  - (4) any qualifications established for the job are relevant and reasonable.
- (d) If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

### 30.2 New and Changed Positions

When a new or substantially altered job category covered by this agreement is introduced, the wage rate and job description shall be given to the Union. Unless notice of objection by the Union is given to the Employer within 30 calendar days after such notice, the wage rate and job description shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing subject to the provisions of Article 30.1. An extension may be granted with mutual agreement of the parties. The Employer may post positions with "*under review*" indicated beside the wage on the posting while the parties go through this process.

If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

## ARTICLE 31 - TERM OF AGREEMENT

### 31.1 Duration

- (a) This agreement shall be binding and shall remain in effect from the date of ratification to September 30, 2025.
- (b) The provisions of this agreement, except as otherwise specified, shall come into force and effect one week following the date of ratification.

### 31.2 Change in Agreement

Any change deemed necessary in this agreement may be made in mutual agreement at any time during the life of this agreement.

### 31.3 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 1, 2025 but in any event not later than midnight, June 30, 2025.
- (b) Where no notice is given by either party prior to September 30, 2025, both parties shall be deemed to have given notice under this article on September 30, 2025.

### 31.4 Agreement to Continue in Force

- (a) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.
- (b) It is agreed that the operation of Subsection 2 and 3 of Section 50 of the *Labour Relations Code* is excluded from this agreement.

### 31.5 Retroactivity

Employees who have severed employment prior to the date of ratification of this collective agreement shall be paid retroactivity. The Employer shall notify all employees once, in writing, at their last known address, that such retroactivity is payable upon written application. Written application must be received by the Employer within 60 days of ratification. Retroactivity shall be calculated on paid hours.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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Stephanie Smith  
President

---

Silke Pleus  
Director of People & Culture

---

Ashleigh Hooks  
Bargaining Committee

---

Tricia Gueulette  
CEO

---

Brandon Anderson  
Bargaining Committee

---

Kathleen Mann  
Staff Representative

---

Kim Shelley  
Assistant Regional Coordinator

Date: \_\_\_\_\_

## APPENDIX 1

## Re: Wages

April 1, 2023 + 4%				
Job Title and Grid Level	Step 1	Step 2	Step 3	Step 4
<b>Grid Level 1</b>	20.95	21.36	21.79	22.22
Administrative Support				
<b>Grid Level 2</b>	23.04	23.49	23.96	24.44
Resource Assistant				
Administrative Support 2				
<b>Grid Level 3</b>	26.10	26.62	27.15	27.71
Food Service Coordinator				
Homeless Prevention Fund Coordinator				
Youth Housing Support Worker				
FAS Key Worker				
<b>Grid Level 4</b>	28.56	29.13	29.71	30.31
Client Advisor				
Community Liaison Coordinator				
Family Development Worker				
U19 Case Worker				
Employment Coordinator				
JETS Program Facilitator				
JETS Program Support Worker				
Program Job Developer Co-Facilitator				
Outreach Worker				
Coordinator MCF				
<b>Grid 5</b>	30.85	31.46	32.09	32.73
Customized Employment Team Leader				
Family Development Coordinator				
Youth Family Support Coordinator				

April 1, 2024 + 5%				
Job Title and Grid Level	Step 1	Step 2	Step 3	Step 4
<b>Grid Level 1</b>	21.99	22.43	22.88	23.34
Administrative Support				
<b>Grid Level 2</b>	24.19	24.67	25.16	25.66
Resource Assistant				
Administrative Support 2				
<b>Grid Level 3</b>	27.41	27.96	28.51	29.09
Food Service Coordinator				
Homeless Prevention Fund Coordinator				
Youth Housing Support Worker				
FAS Key Worker				
<b>Grid Level 4</b>	29.99	30.59	31.20	31.82
Client Advisor				
Community Liaison Coordinator				
Family Development Worker				
U19 Case Worker				
Employment Coordinator				
JETS Program Facilitator				
JETS Program Support Worker				
Program Job Developer Co-Facilitator				
Outreach Worker				
Coordinator MCF				

April 1, 2024 + 5%				
Job Title and Grid Level	Step 1	Step 2	Step 3	Step 4
<b>Grid 5</b>	32.39	33.03	33.70	34.37
Customized Employment Team Leader				
Family Development Coordinator				
Youth Family Support Coordinator				

April 1, 2025 + 2% (and a potential 1% if COLA is triggered)				
Job Title and Grid Level	Step 1	Step 2	Step 3	Step 4
<b>Grid Level 1</b>	22.43	22.88	23.33	23.80
Administrative Support				
<b>Grid Level 2</b>	24.67	25.16	25.66	26.18
Resource Assistant				
Administrative Support 2				
<b>Grid Level 3</b>	27.96	28.51	29.08	29.67
Food Service Coordinator				
Homeless Prevention Fund Coordinator				
Youth Housing Support Worker				
FAS Key Worker				
<b>Grid Level 4</b>	30.59	31.20	31.82	32.46
Client Advisor				
Community Liaison Coordinator				
Family Development Worker				
U19 Case Worker				
Employment Coordinator				
JETS Program Facilitator				
JETS Program Support Worker				
Program Job Developer Co-Facilitator				
Outreach Worker				
Coordinator MCF				
<b>Grid 5</b>	33.04	33.69	34.37	35.05
Customized Employment Team Leader				
Family Development Coordinator				
Youth Family Support Coordinator				

April 2024 - If the 2024 AABC CPI exceeds the April 2025 General Wage Increase of 2%, then, on the first pay period after April 1, 2025 the April 2025 General Wage Increase will be adjusted upwards to reflect a COLA equal to the difference between the April 2025 General Wage Increase and the 2025 AABC CPI up to a maximum of 1 %.

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

Step 1 - Up to and including 1950 hours.

Step 2 - Over 1950 hours up to and including 3900 hours.

Step 3 - Over 3900 hours up to and including 5850 hours.

Step 4 - Over 5850 hours.



**APPENDIX 3****Re: Long-Term Disability Insurance Plan**

The Employer and the Union agree that the long-term disability insurance plan shall be governed by the terms and conditions set forth below. For all employees, the terms of this Plan are effective April 1, 2000. Employees with a date of disability or injury that occurred prior to April 1, 2000 shall continue to be covered by the terms of any plan that was in place at that date of disability or injury.

**Section 1 - Eligibility**

(a) Regular full-time and regular part-time employees shall, upon completion of the probationary period, become members of the Long-Term Disability Plan as a condition of employment.

(b) *Seniority and benefits* - Seniority accumulation and benefit entitlement for employees on long-term disability shall be consistent with the provisions of Article 19.5 of the collective agreement which reads:

*Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration.*

Upon return to work following recovery, an employee who was on claim for less than 24 months shall continue in their former job; an employee who was on claim for more than 24 months shall return to an equivalent position, exercising their seniority rights if necessary, pursuant to Article 13.5 of the collective agreement.

Employees on long-term disability who have exhausted all illness or injury leave credits and in addition have been granted 20 working days unpaid leave shall be covered by the Medical, Extended Health Care, and Dental Plans.

Premiums for medical, dental, extended health and accidental death and dismemberment insurance to be cost shared by the Employer and claimant on a 50-50 basis. Employees to be permitted to enrol in some or all of the above plans. The employee's share of premiums for such coverage are to be paid in advance, on a monthly basis.

(a) *Group life insurance* - Employees on long-term disability shall have their group life insurance premiums waived and coverage under the Group Term Life Insurance Plan shall be continued.

(b) *Superannuation* - Employees on long-term disability who are enrolled in the Municipal Superannuation Plan or the Public Service Pension Plan pursuant to an employer-specific memorandum of agreement shall be considered employees for the purpose of superannuation in accordance with the *Pension (Municipal) Act* or the *Pension (Public Service) Act*, as applicable.

**Section 2 - Waiting Period and Benefits**

(a) (1) In the event an employee, while enrolled in this Plan, becomes totally disabled as a result of an accident or sickness, then, after the employee has been totally disabled for five months the employee shall receive a benefit equal to 70% of the first \$2800 of the pre-disability monthly earnings and 50% on the pre-disability monthly earnings above \$2800 or 66⅔% of pre-disability monthly earnings, whichever is more. The \$2800 level is to be increased annually by the increase in the weighted average wage rate for employees under the collective agreement for the purpose of determining the benefit amount for eligible employees as at their date of disability.

It is understood that this adjustment will only be applied once for each eligible employee, i.e., at the date of the disability, to determine the benefit amount to be paid prospectively for the duration of entitlement to benefits under the LTD plan.

(2) In the event that the benefit falls below the amount set out in Section 2(a)(1) above for the job that the claimant was in at the time of commencement of receipt of benefits, LTD benefits to be adjusted prospectively to 70% of the first \$2800 of the current monthly earnings and 50% on the current monthly earnings above \$2800 or 66⅔% of current monthly earnings, whichever is more based on the wage rate in effect following review by Sun Life every four years. (Note: the \$2800 figure will be adjusted as set out in Section 2(a)(1) above).

(b) For the purposes of the above, earnings shall mean basic monthly earnings (including isolation allowances where applicable) as at the date of disability. Basic monthly earnings for regular part-time employees shall be calculated on the basis of the employee's average monthly hours of work for the 12-month period or such shorter period that the employee has been employed, prior to the date of disability, multiplied by their hourly pay rate as at the date of disability.

The long-term disability benefit payment shall be made so long as an employee remains totally disabled and shall cease on the date the employee reaches age 65, recovers, dies, or the effective date of early retirement under this plan, whichever occurs first.

(c) Employees who still have unused illness or injury leave credits after the waiting period when the long-term disability benefit becomes payable shall have the option of:

- (1) exhausting all illness or injury leave credits before receiving the long-term disability benefit;
- (2) using illness or injury leave credits to top off the long-term disability benefit; or
- (3) banking the unused illness or injury leave credits for future use.

(d) Employment status during the intervening period between expiration of illness or injury leave credits and receipt of long-term disability benefits:

Employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their illness or injury leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.

(e) Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits.

### **Section 3 - Total Disability Defined**

(a) Total Disability, as used in this Plan, means the complete inability because of an accident or sickness, of a covered employee to perform the duties of their own occupation for the first two years of disability. Thereafter, an employee who is able by reason of education, training, or experience to perform the duties of any gainful occupation for which the rate of pay equals or exceeds 70% of the current rate of pay for their regular occupation at the date of disability shall no longer be considered totally disabled under the Plan. However, the employee may be eligible for a Residual Monthly Disability Benefit.

*Residual Monthly Disability Benefit*

The Residual Monthly Disability Benefit is based on 85% of their rate of pay at the date of the disability less the rate of pay (the minimum being equal to 70% of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform. The Residual Monthly Disability Benefit will continue until the rate of pay (the minimum being equal to 70% of the current rate of pay for their regular occupation) applicable to any gainful occupation that the employee is able to perform equals or exceeds 85% of the rate of pay for their regular occupation at the date of the disability. The benefit is calculated using the employee's monthly LTD net of offsets benefit and the percentage difference between the 85% of the employee's rate of pay at the date of disability and the rate of pay (the minimum being equal to 70% of the current rate of pay for their regular occupation) applicable to any gainful occupation that they are able to perform.

Example:

(i)	Monthly LTD net of offsets benefit	=	\$1,000 per month
(ii)	85% rate of pay at date of disability	=	\$13.60 per hour
(iii)	70% of current rate of pay	=	\$12.12 per hour
(iv)	Percentage difference [(b/c) - 1]	=	12.2%
(v)	Residential Monthly Disability Benefit (a x d)	=	\$122

(b) (1) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses.

(2) During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(3) Commitment to Rehabilitation

In the event that an employee is medically able to participate in a rehabilitation activity or program that:

(i) can be expected to facilitate their return to their own job or other gainful occupation; and

(ii) is recommended by Sun Life and approved as a Rehabilitation Plan, then,

the entitlement to benefits under the LTD Plan will continue for the duration of the Approved Rehabilitation Plan as long as they continue to participate and cooperate in the Rehabilitation Plan. If the Plan involves a change in own occupation, the LTD benefit period will continue at least until the end of the first two years of disability. In addition, the employee may be eligible for the Rehabilitation Benefit Incentive Provision.

The Rehabilitation Plan will be jointly determined by the employee (and, if the employee chooses, their union) and Sun Life. In considering whether or not a rehabilitation plan is appropriate, such factors as the expected duration of disability, and the level of activity required to facilitate the earliest return to a gainful occupation will be considered along with all other relevant criteria. A rehabilitation plan may include training. Once the Rehabilitation Plan has been determined, the employee and the Sun Life will jointly sign the Terms of the Rehabilitation Plan which will, thereby, become the Approved Rehabilitation Plan and the employee's entitlement to benefits under the LTD plan shall continue until the successful completion of the Approved Rehabilitation Plan, provided the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan. In addition, the employee may be eligible for any, or all, of the Rehabilitation Benefit Incentive Provisions.

(4) *Rehabilitation Review Committee*

- (i) In the event that the eligible employee does not agree:
  - a. with the recommended Rehabilitation Plan, or
  - b. that they are medically able to participate and cooperate in the Rehabilitation Plan as defined in the Terms of the Rehabilitation Plan, then, to ensure benefit entitlement under the LTD Plan, the employee must either:
  - c. be able to demonstrate reasonable grounds for being unable to participate and cooperate in a rehabilitation plan; or,
  - d. appeal the dispute to the Rehabilitation Review Committee for a resolution.
- (ii) During the appeal process, the employee's benefit entitlement under the LTD Plan shall not be suspended.

The Rehabilitation Review Committee shall be composed of three qualified individuals who, by education, training, and experience are recognized specialists in the rehabilitation of disabled employees. The Committee members shall be composed of one employer nominee, one union nominee and a neutral chair appointed by the nominees. The purpose of the Rehabilitation Review Committee shall be to resolve the appeal of an eligible employee who:

- a. does not agree with the recommended Rehabilitation Plan; or
- b. does not agree that they could medically participate in the Rehabilitation Plan.

During the appeal process, the eligible employee's entitlement to benefits under the LTD Plan shall continue until the Committee has made its decision. The decision of the Committee shall determine whether or not the eligible employee is required to participate and cooperate in the Rehabilitation Plan approved by the Committee. In the event that the eligible employee does not accept the Committee's decision their entitlement to benefits under the LTD Plan shall be suspended until such time as the eligible employee is willing to participate and cooperate in the Approved Rehabilitation Plan.

(5) *Rehabilitation Benefit Incentive Provisions*

- (i) An employee who has been unable to work due to illness or injury and who subsequently is determined to be medically able to:
  - a. return to work on a gradual or part-time basis
  - b. engage in a physical rehabilitation activity; and/or
  - c. engage in a vocational retraining program

shall be eligible for any, or all, of the Rehabilitation Benefit Incentive Provision.

- (ii) The intent of the provision is to assist the employee with a return to a gainful occupation. In many situations, an employee who returns to work by participating and cooperating in an Approved Rehabilitation Plan will be able to increase their monthly earnings above the LTD benefit amount. The objective of the Rehabilitation Benefit Incentive Provision is to promote the successful completion of the Rehabilitation as follows:

- a. The employee who, upon return to gainful rehabilitative employment under an Approved Rehabilitation Plan, will be entitled to receive all monthly rehabilitation earnings plus a monthly LTD benefit up to the amount set out in Section 2(a) of the appendix, provided that the total of such income does not exceed 100% of the current rate of pay for their regular occupation at the date of the disability;
- b. Upon successful completion of the Approved Rehabilitation Plan, the employee becomes an automatic candidate for all job postings with the Employer, HLAA vacancies and shall have the ability to bump under the collective agreement for positions that the employee is qualified and physically capable of performing; and,
- c. Upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a maximum of six months for the purpose of job search; and,
- d. The eligible employee shall be entitled to participate in the Job Exploration and Development program.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the underwriter of the Plan.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved as rehabilitative employment, then the regular monthly benefit from the Plan shall be reduced by 100% of such earnings.

(6) *Joint Rehabilitation Improvement Committee*

During the term of the agreement, one person from Beacon Community Services and one person from Sun Life shall meet the two representatives of the Union. The parties will work together to improve the Rehabilitation Process.

The Committee will have access to all relevant information available to determine the cost savings experienced by the LTD Plan and as a result of the Rehabilitation Provisions.

#### **Section 4 - Exclusions and Limitations**

The Long-Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country;
- (b) voluntary participation in a riot or civil commotion, except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness.

#### **Section 5 - Integration with Other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan shall be reduced by 100% of such other disability income.

Other disability income shall include but is not limited to:

- (a) any amount payable under any *Workers Compensation Act* or law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income; and
- (c) any amount of disability income provided by a compulsory Act or law; and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong to or subscribe.

Private or individual disability plan benefits of the disabled employee shall not reduce the benefit from this Plan.

The amount by which the disability benefit from this Plan is reduced by other disability income shall be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the benefit from this Plan.

#### **Section 6 - Successive Disabilities**

If following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments after the completion of another waiting period.

In the event the period during which such an employee has returned to work is less than six months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and provided the period during which the employee returned to work is longer than one month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments after the completion of another waiting period. If the period during which the employee returned to work is one month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments without the necessity of completing another waiting period.

#### **Section 7 - Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium. Coverage shall be permitted for a period of 12 months of absence without pay, except if such leave is for educational purposes, when the maximum period shall be extended to two years. If an employee on leave of absence without pay becomes disabled, their allowance under this Plan shall be based upon monthly earnings immediately prior to the leave of absence.

**Section 8 - Benefits Upon Plan Termination**

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

**Section 9 - Premiums**

The cost of this Plan shall be borne by the Employer. Payment of premiums shall cease on termination of employment or five months prior to an employee's 65<sup>th</sup> birthday, whichever occurs first.

**Section 10 - Waiver of Premiums**

The premiums of this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

**Section 11 - Claims**

Long-term disability claims shall be adjudicated and paid by a claims-paying agent to be appointed by the parties. The claims-paying agent shall provide toll free telephone access to claimants. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three medical doctors - one designated by the claimant, one by the Employer, and a third agreed to by the first two doctors.

Written notice of a claim under this Plan shall be sent to the claims-paying agent no later than 45 days after the earliest foreseeable commencement date of benefit payments from this Plan or as soon thereafter as is reasonably possible. Failure to furnish the required notice of claim within the time stated shall not invalidate nor reduce the claim if it was not reasonably possible to file the required notice within such time, provided the notice is furnished no later than six months from the time notice of claim is otherwise required.

*Claims Adjudication Committee*

During the term of the agreement, one person from the Employer and one person from the Health and Benefit Plan shall meet with two representatives of the Union. The parties will work together to improve the claims adjudication process.

The Committee will arrange to have an information brochure prepared to explain detailed procedures for claims adjudication.

**Section 12 - Administration**

The Employer shall administer and be the sole trustee of the Plan. The Union shall have access to any reports provided by the claims-paying agent regarding experience information.

All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the collective agreement.

**Section 13 - Collective Agreement Unprejudiced**

The terms of the Plan set out above shall not prejudice the application or interpretation of the collective agreement.

**Section 14 - LTD Plan Early Retirement Incentive Provision**

The LTD Plan Early Retirement Incentive Benefit is to ensure that the eligible employee will not realize a pension benefit that is less than the pension benefit that they would have been entitled to receive at the normal retirement date, had they not applied for early retirement, regardless of when the early retirement incentive provision is activated.

- (a) An employee under this agreement who is:
  - (1) eligible for, or who is receiving LTD benefits;
  - (2) presently participating in a superannuation plan under an employer-specific memorandum of agreement and is eligible for early retirement pension benefits under that plan; and
  - (3) not eligible for the LTD Plan Rehabilitation Provisions;shall apply for early retirement.

The employee's entitlement to benefits under the LTD Plan shall, provided the employee remains eligible as per the definition of Total Disability, continue during the period of time that their application for early retirement is being processed with their pension plan administrator. In the event that the employee is not eligible for an unreduced pension benefit, they may still be eligible for the LTD Plan Early Retirement LTD Incentive Benefit.

- (b) Entitlement to and the amount of the LTD Plan Early Retirement Incentive Benefit shall be determined by considering the following factors:
  - (1) the amount of the monthly pension benefit that the employee would have been entitled to receive if early retirement was not elected;
  - (2) the amount of the monthly early retirement benefit that the employee will receive;
  - (3) the amount of the gross monthly LTD benefit that the employee is entitled to receive;
  - (4) the amount of the net-of-offsets monthly LTD benefit that the employee is entitled to receive; and,
  - (5) the maximum LTD benefit duration period applicable to the employee.

If the combination of applicable superannuation benefit, Canada Pension Plan retirement benefit and any other disability income referred to in Section 5 of the LTD appendix results in monthly income of less than the LTD monthly income benefit, then the eligible employee shall be entitled to remain on LTD benefits.

- (c) An employee who is eligible for the LTD Plan Early Retirement Incentive Benefit shall be entitled to receive the benefit in a lump sum, or direct Sun Life to any other designate. The employee shall complete an LTD Plan Early Retirement Incentive Benefit Application. Upon approval of the employee's application, the employee and the Healthcare Benefit Trust will jointly sign the Terms of the LTD Plan Early Retirement Incentive Benefit and the employee and the members of the Joint LTD Plan Early Retirement Incentive Committee shall sign the LTD Plan Early Retirement Incentive Agreement on behalf of the parties to the collective agreement.

- (d) All eligible employees who are entitled to the LTD Plan Early Retirement Incentive Benefit shall be entitled to the continuation of the Life Benefit coverage in effect until age 65 years or death, whichever is earlier.



(e) *Joint Early Retirement Improvement Committee*

Within six months of the ratification of this agreement, one person from Beacon Community Services and one person from Sun Life shall meet with two representatives of the Union. The parties will work together to improve the early retirement incentive process.

The Committee will have access to all relevant information available to determine the cost savings experienced by the LTD Plan as a result of the Early Retirement Incentive Provisions.

## **Section 15 - Return-to-Work Programs**

### *Preamble*

The parties recognize that prevention of injuries and rehabilitation of injured employees are equally important goals. The parties further recognize that return to work programs are part of a continuum of injury prevention and rehabilitation.

### *Mutual Commitment*

The Employer and the Union are committed to a safe return to work program that addresses the needs of those able to return to work.

Return to work programs will recognize the specific needs of each individual employee who participates. Employer creation of a return to work program is voluntary.

### *Consultation*

Return to work programs will be part of an Approved Rehabilitation Plan under the Long-Term Disability Plan.

### *Confidentiality*

The parties jointly recognize the importance of confidentiality and will ensure that full confidentiality is guaranteed. The Employer shall not have contact with the employee's physician, without the employee's consent.

### *Types of Initiatives*

Return-to-work programs may consist of one or more of the following:

- (a) *Modified Return to Work*: Not performing the full scope of duties.
- (b) *Graduated Return to Work*: Not working regular number of hours.
- (c) *Rehabilitation*: Special rehabilitation programs.
- (d) *Ergonomic Adjustments*: Modifications to the workplace.

### *Re-orientation to the Workplace*

A departmental orientation will be provided for the employee, as well as a general facility orientation, if necessary for an employee who has been off work for an extended period of time.

### *Pay and Benefits*

An employee involved in a return to work program will receive pay and benefits as set out below.

Employees participating in a return to work program for 15 hours or more per week are entitled to all the benefits of the agreement, on a proportionate basis, except for medical, extended health and dental plan coverage, which shall be paid in accordance with Article 24.

Wage entitlement, when participating in the program, will be consistent with the terms of the agreement and are outlined below:

- (a) Employees who have no accumulated illness or injury leave credits and who have been granted an unpaid illness or injury leave and/or who are awaiting acceptance of an LTD claim:

Receive pay and appropriate premiums for all hours worked in the program. Medical, dental, extended health coverage, group life and LTD premiums and superannuation payments are reinstated on commencement of the program and all other benefits are implemented when working 15 hours or more per week.

- (b) *Employees in receipt of LTD benefits:*

These employees are considered disabled and under treatment. These employees receive pay for all hours worked. The LTD plan will pay for hours not worked at two-thirds of current salary. Benefits will be reinstated in the same manner as set out in (a) above except Group Life and Long-Term Disability Insurance Plan premiums may continue to be waived as outlined in the appendix Long-Term Disability Insurance Plan.

#### *No Adverse Effect on Benefits*

An employee's participation in a return to work program will not adversely affect an employee's entitlements with respect to long-term disability. Participation in a program will not delay entitlement to LTD benefits, except as otherwise provided in the Long-Term Disability appendix.

The period that the employee is involved in a return to work program shall be considered as part of the recovery process and will not be used or referred to by the Employer in any other proceedings, other than proceeding under the Long-Term Disability appendix (Claims Review Committee and Rehabilitation Review Committee).

### **APPENDIX 4**

#### **Re: Classification of New Jobs and Changes to Existing Jobs or Positions**

**4.1** Where the Employer makes a material change to an existing job it shall revise the job description. The completed job description shall be forwarded to the Union within 20 calendar days.

**4.2** Where the Employer establishes a new job it shall write a new job description. The completed job description shall be forwarded to the Union within 20 calendar days.

**4.3** Within 60 calendar days of receipt of a notice in accordance with Appendix 4.1 or 4.2 the Union shall notify the Employer in writing if it objects to the job description and/or classification grid.

**4.4** Where the Union objects, it shall provide specific details of the objection, and the resolution sought.

**4.5** Where the Union does not object, in writing, in accordance with Appendix 4.3 the job description and classification shall be deemed to be established.

**4.6** Within 60 calendar days of the receipt of an objection under Appendix 4.3 the Employer shall review the objection and notify the Union and the Employer of its determination in writing.

**4.7** If the Employer's written determination is not acceptable or not provided within the time limit, the Union may, within a further period of 30 calendar days, notify the Employer of the intent to refer the dispute to a classification referee for a final and binding decision in accordance with Appendix 5.

Notification shall include a written submission outlining the basis of the objection and the resolution sought.

**4.8** Within 60 calendar days of receipt of notification of the intent to refer a dispute to a classification referee for a final and binding decision, the Employer, and the Union shall attempt to resolve the dispute.

**4.9** If the parties are unable to resolve the dispute, the Union may refer the matter to a classification referee for a final and binding decision. The Employer and the Union shall, within 30 calendar days, submit an Agreed Statement of Facts to the classification referee outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the classification referee and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.

## **APPENDIX 5**

### **Re: Classification Dispute Resolution Process**

**5.1** The classification referee(s), shall be mutually agreed to by the Employer and the Union. In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment(s). By mutual agreement between the parties another classification referee may be named.

**5.2** The parties shall meet every month, or as often as required, to review outstanding objections referred in accordance with Appendix 4.9 to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

**5.3** The Employer and the Union shall attempt to mutually agree to use an expedited arbitration process to resolve classification disputes. If the parties are unable to mutually agree to submit an outstanding classification review request to expedited arbitration the matter shall be resolved using full arbitration.

**5.4** The expedited arbitration process shall be governed by the following principles:

- (a) The location of the hearing shall be agreed to by the parties.
- (b) Unless otherwise mutually agreed, each party shall be limited to a four hour presentation.
- (c) The parties shall utilize staff representatives of the Union and the Employer to present cases, and shall not utilize outside legal counsel.
- (d) The parties agree to make limited use of authorities during their presentations.
- (e) The decision of the classification referee shall be final and binding on both parties.
- (f) All decisions of the classification referee are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.

**5.5** Within 60 calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the classification referee shall make every effort to hear either the full or the expedited arbitration and render a final and binding decision in writing.

**5.6** The decision of the classification referee shall be based upon the same criteria applicable to the parties themselves. The decision of the classification referee shall be limited to a direction that:

- (a) the position be assigned to another existing job description;
- (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the position;
- (c) except as outlined in Appendix 5.6(d) of the Maintenance Agreement, the job be appropriately classified, provided that the classification referee shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;
- (d) where the classification referee concludes that a position does not conform to an existing benchmark, the classification referee shall notify the Employer and the Union of their decision. The Employer and the Union shall endeavour to establish an appropriate benchmark for the position. Failing mutual agreement by the parties, each party shall make a submission within 30 calendar days to the classification referee as to the appropriate benchmark to be established. The classification referee shall establish a new benchmark or amend an existing benchmark and the decision of the classification referee shall be binding on the parties. The classification referee shall also establish an appropriate Classification Grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The classification referee shall not have the jurisdiction to establish new wage rates or classification grids (See Note 1).

**5.7** Arbitration hearings called by the classification referee shall have the same status as an arbitration pursuant to Article 9 of the collective agreement.

**5.8** The fees and expenses of the classification referee for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

#### **APPENDIX 6**

##### **Dental Plan - Article 24.2 - Effective January 1, 2021 Sun Life or Another Provider Coverage**

Your Group Benefits as provided by the Employer, Beacon Community Services, to all eligible employees through Sun Life Financial, Contract Number 102723, effective January 1, 2021.

#### **APPENDIX 7**

##### **Extended Health Benefit - Article 24.3 - Effective January 1, 2021 Sun Life or Another Provider Coverage**

Your Group Benefits as provided by Beacon Community Services to all eligible employees through Sun Life Financial, Contract Number 102723, effective January 1, 2021.

#### **MEMORANDUM OF AGREEMENT #1**

##### **Re: Service Reductions**

Whereas the parties acknowledge the objective of promoting, insofar as they are able, stability of employment for employees; and

Whereas the parties also recognize the unique operational circumstances affecting employers which have contracts with governmental funding agencies;

The parties agree to the following:

1. Where an employer receives notice of a decision on the part of a governmental funding agency of the provincial government or any material change which has the potential to result in a substantial change to the current work duties or the number of hours of work currently done by employees, the Employer will meet to discuss such developments with the Union.
2. The terms of reference for such discussions shall be as set out in Article 13.1(b) of the collective agreement - Enhanced Consultation.
3. The parties shall define the impact of the decision on the employees in the bargaining unit and shall consider options to mitigate such impact. Where appropriate, the parties shall jointly approach the funder for assistance or accommodation in addressing identified concerns, including the question of applicability of displacement notice under Article 13 of the collective agreement to some or all affected employees.

#### **MEMORANDUM OF AGREEMENT #2**

##### **Re: Suspension of Drivers' Licences**

The parties agree to the following conditions as they relate to an employee's loss of a driver's licence.

Where an employee, who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for reasons that do not lead to disciplinary action by the Employer, the Employer shall make a reasonable effort to find alternate work for the employee.

When alternate work cannot be found, the employee will be granted, during their employment, a one-time leave of absence without pay for a period of up to one year immediately following the date on which their licence has been suspended.

Upon completion of the leave of absence and subject to the reinstatement of the employee's licence, the employee will be reinstated. Should the employee not return immediately following the approved leave of absence, the Employer shall have just and reasonable cause for dismissal.

#### **MEMORANDUM OF AGREEMENT #3**

##### **Re: Employee Assistance Programs**

###### **Policy**

BCA wishes to ensure that all casual and seasonal employees have the opportunity to access counselling services when needed. BCA will pay up to \$100 for each counselling session for up to six sessions per calendar year for each employee. This benefit is for employees only and does not apply to other family members.

###### **Procedure**

Employees will be reimbursed up to \$100 per session for up to six counselling sessions, for a total of \$600 per calendar year.

The employee must be attending sessions with a registered psychologist or counsellor.

Employees do not have to discuss this with their manager or receive pre-approval to access this funding.  
Employees are required to take their receipts to Payroll for reimbursement.

#### **MEMORANDUM OF AGREEMENT #4**

##### **Re: Vacation**

Suzanne Burch (formerly Archer) earns vacation entitlement as follows

1 year's continuous service.....	15 workdays
2 years' continuous service.....	15 workdays
3 years' continuous service.....	16 workdays
4 years' continuous service.....	17 workdays
5 years' continuous service.....	18 workdays
6 years' continuous service.....	19 workdays
7 years' continuous service.....	22 workdays
8 years' continuous service.....	23 workdays
9 years' continuous service.....	24 workdays
10 years' continuous service.....	25 workdays
11 years' continuous service.....	26 workdays
12 years' continuous service.....	27 workdays
13 years' continuous service.....	28 workdays
14 years' continuous service.....	29 workdays
15 years' continuous service.....	30 workdays
16 years' continuous service.....	31 workdays
17 years' continuous service.....	32 workdays
18 years' continuous service.....	33 workdays
19 years' continuous service.....	34 workdays
20 years' continuous service.....	35 workdays

All other vacation clauses under Article 17 apply.

#### **MEMORANDUM OF AGREEMENT #5**

##### **Re: Seasonal Employees**

The parties agree to the following terms as they relate to seasonal employees.

The parties recognize that seasonal employees as defined in the collective agreement do not exist at the effective date of this agreement. Should a requirement for seasonal operations and seasonal employees reoccur during the term of this agreement, the employer commits to providing no less than 30 days notice to the union prior to seasonal operations commencing. The parties shall meet to further define applicable terms and employment conditions for seasonal employees and the agreed upon terms shall apply from the effective date of the seasonal operations.

**MEMORANDUM OF AGREEMENT #6****Re: Training and Meetings during Scheduled Time Off**

Employees who are required to attend training or meetings during their regularly scheduled time off will be paid their appropriate rate of pay per Article 15. This includes employees covered under averaging agreements. When the training or meeting is voluntary, employees are not required to attend and will be compensated at straight-time as per Article 14 Hours of Work.

**MEMORANDUM OF AGREEMENT #7****Classification Review/Wage Adjustment**

All unionized positions will be reviewed and compared to the CSSEA benchmarks. If the employer is able to secure funding to apply wage parity to all unionized positions the wages will be applied starting October 1, 2024. If employees are currently paid more than the CSSEA wage grid for their position, they will be red circled until wage meets the CSSEA wage grid.

**LETTER OF UNDERSTANDING (LOU) #1****Joint Health Benefits Committee**

A Joint Health Benefits Committee will be formed in November 2023. This committee will consist of two employee representatives and two employer representatives to discuss updates to the benefits package to better reflect employee needs. Any recommendations resulting from the committee meetings will be submitted to the Union and the Employer for their review and approval. The net cost of a revised benefits package must remain unchanged for the Employer.

**LETTER OF UNDERSTANDING (LOU) #2**

This letter serves to act as an agreement between the B.C. General Employees' Union (BCGEU) and the Employer, Beacon Community Association, whereupon both parties recognize and agree that the employees to and from the following programs with Beacon Community Association constitute the unit appropriate for collective bargaining under the BCGEU and Beacon Community Association Collective Agreement:

- 9860 Third Street, Sidney, BC
- 268 Fulford-Ganges Road, Salt Spring Island
- 516 Yates Street, Victoria, BC
- 1450 Elford Street, Victoria, BC
- 1452 Elford Street, Victoria, BC

This letter of understanding will take effect upon date of signature by representatives from both parties and will remain valid until a replacement letter of understanding is negotiated or a formal letter of dissolution is agreed to and signed by representatives from both parties.

The undersigned representatives agree to uphold this letter of understanding and recommend this letter to their respective principals.

**LETTER OF UNDERSTANDING (LOU) #3**  
**Maternity Top Up**

The employer will complete a feasibility study of applying a Maternity Wage Top Up for employees and report back to the Union with their findings on potential application of Maternity Top up during the term of the collective agreement.

**LETTER OF UNDERSTANDING (LOU) #4**  
**Transgender and Gender Diverse Policy - New**

The "Union" and Employer agree to the following general transition policy to cover transgender and gender diverse employees at work.

- (a) The Employer and the "Union" will make every effort to protect the privacy and safety of transgender and gender diverse employees at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender, or transition will be maintained unless required by law.
- (c) The Employer will provide safe washroom and change room facilities to all transgender and gender diverse employees. The Employer and the "Union" recognizes that a transgender and gender diverse employee has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries or completed legal name or gender changes.
- (d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.
- (e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the union, the Employer will work with the union and the employee to tailor a transition or support plan to the employee's particular needs.