

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**LEGAL SERVICES SOCIETY**

**and the**

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

**Effective from April 1, 2023 to March 31, 2026**

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## DEFINITIONS

For the purpose of this agreement:

*Bargaining unit* is the unit for collective bargaining for which the B.C. General Employees' Union (BCGEU) was certified by the Labour Relations Board of BC on the 28<sup>th</sup> day of November 1976.

*Child* - wherever the word "child" is used in this agreement, it shall be deemed to include a child in care of a director designated under the *Child, Family and Community Service Act* or a child of a spouse, including the child of a common-law spouse, or a child to whom the employee stands in loco parentis.

*Day of Rest* in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.

*Demotion* means a change from an employee's position to one with a lower maximum salary.

*Employee* means a member of the bargaining unit and includes:

- (a) *Regular employee* meaning an employee who is employed for work which is of a continuous full time or continuous part-time nature;
- (b) *Casual employee* meaning an employee who is employed for work which is not of a continuous nature or is for a period less than six months such as:
  - (1) replacement of employees on vacation, sick, or other leave
  - (2) positions created to carry out special projects or work which is not continuous
  - (3) temporary positions as may be necessary to cover varying workload requirements
- (c) An employee who is hired for a period in excess of six continuous months shall be considered a regular employee. Notice of layoff shall be deemed to have been given at the time of hire. Such employees shall be able to exercise all of their rights pursuant to this agreement except that a regular employee who is or has been employed for a period or consecutive periods of less than 24 continuous months shall not be entitled to bumping, severance or salary protection pursuant to Article 12 (Layoff, Severance & Recall) and Clause 26.8 (Salary Protection).

*Employer* means the Legal Services Society of British Columbia.

*Fiscal Year* means from April 1<sup>st</sup> of any year to March 31<sup>st</sup> of the following year.

*Lateral Transfer* refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

*Layoff* includes a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where work should become available, employees will be recalled in accordance with Article 12 (Layoff, Severance & Recall).

*Leave of Absence With Pay* means to be absent from duty with permission and with pay.

*Leave of Absence Without Pay* means to be absent from duty with permission but without pay.

*Pay* means rate of compensation for the job.

*Promotion* means a change from an employee's position to one with a higher maximum salary level.

*Resignation* means a voluntary notice by the employee that they are terminating their service on the date specified.

*Rest Period* is a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

*Secondment* means movement of an Employee from one position to another for a period of not more than six months.

*Spouse* includes legally married spouse or common-law spouse regardless of sex or gender identity or expression.

*Termination* is the separation of an employee from the Employer for cause pursuant to Articles 10 (Dismissal, Suspension and Discipline) and 11 (Seniority) of this agreement.

*Transfer* refers to the movement of an employee from one geographic location to another.

*Union* means the B.C. General Employees' Union (BCGEU).

*Workday* is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union; set forth terms and conditions of employment affecting employees covered by this agreement; and establish processes to assist the parties in maintaining respectful working relationships and to resolve disagreements in an orderly fashion.
- (b) The parties to this agreement share a desire to improve the quality of the services provided by the Legal Services Society of British Columbia. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship based on mutual respect.

### 1.2 Future Legislation

In the event that any further 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 Regulations and/or Policies

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

#### 1.4 Use of Singular Terms

Wherever the singular is used, the same shall be construed as meaning the plural unless otherwise specifically stated.

#### 1.5 Human Rights Code

The parties hereto subscribe to the principles of the *BC Human Rights Code*.

#### 1.6 Discrimination, Personal and Psychological Harassment and Bullying

(a) *Purpose*

The Employer will, in cooperation with the Union, promote a work environment that is free from harassment, discrimination and bullying where all employees are treated with respect and dignity.

(b) *Discrimination Personal and Psychological Harassment*

Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Behaviour may constitute harassment without being discriminatory. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that a reasonable person would regard as:

- (1) creates a risk to a worker's psychological or physical well-being;
- (2) causes a worker substantial distress or
- (3) results in an employee's humiliation or intimidation.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical or mental disability, sex, age, sexual orientation, gender identity or expression, political beliefs and criminal or summary offence unrelated to their employment.

Harassment shall be defined as a course of conduct directed at a specific person that causes substantial distress and may include, but is not limited to, threats or intimidation, physical or sexual assault, deliberate gestures, comments, questions, innuendo, representations or other behaviour, jokes or slurs, or displays of offensive material, the consequence of which is the humiliation, alarm and/or abuse of another person.

Harassment can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours (i.e. social functions, conferences, training sessions, travel, over the telephone) provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*; however, an employee shall not be entitled to duplication of process. An employee making a complaint of discriminatory harassment must choose to direct a complaint to either the BC Human Rights Tribunal

or to the process specified in this agreement. In either event a complaint of harassment shall not form the basis of a grievance.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action.

Disciplinary action taken may be grieved pursuant to Article 8 (Grievances).

(c) Sexual harassment is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- verbal abuse, intimidation or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(d) *Bullying*

Bullying is verbal or physical conduct that over a period, continuously and systemically, humiliates, intimidates, shows hostility towards, threatens or offends a person, and that a reasonable person would know or ought to have known would have such an effect.

(e) *Complaint Procedure for Discrimination, Harassment and Bullying*

(1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all of part of the proceedings on a "need to know" basis.

(2) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment, discrimination or bullying may approach their supervisory personnel, union steward or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(3) If the matter is not resolved to the complainant's satisfaction, the employee will approach the first excluded level of management not involved in the matter or the Director of Human

Resources, for assistance in resolving the issue, within six months of the alleged occurrence or the last of a series of occurrences. The excluded manager or Director of Human Resources will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The excluded manager or Director of Human Resources will discuss the proposed resolution with the employee. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor or the Director of Human Resources.

(4) If the proposed resolution is not acceptable, the employee may refer the matter, in writing, through the Union, to the Chief Executive Officer (CEO) or designate within 30 days of receiving the manager's or Director of Human Resources' response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name, title, and department of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint and an explanation of how they constitute discrimination, harassment or bullying;
- date(s) of incidents;
- names of witnesses, if any;
- prior attempts to resolve, if any; and
- the specific remedy sought to satisfy the complaint.

(5) The CEO, or designate, will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days or providing notice to the CEO or such later date as may be mutually agreed by the Employer and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to a mutually agreed upon third-party Adjudicator. Both parties will share any associated costs for the Adjudicator on a 50/50 basis.

(7) Disciplinary action taken by the Employer which is consistent with the recommendations of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance. Disciplinary action taken by the Employer which exceeds the recommendations of the Adjudicator may form the basis of a grievance which shall be filed directly at Step 3.

(8) If the Employer fails to act upon the recommendations of the Adjudicator or if the action taken by the Employer is not consistent with the recommendations, the CEO's decision may be considered as not having been determinative of the complaint.

(9) If the Adjudicator determines that discrimination, harassment or bullying has occurred, the Employer must document the personnel file of the respondent accordingly.

(10) Pending the determination of the complaint, the CEO may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(11) The complainant will not be relocated without their agreement.

(f) An employee who is a complainant or respondent under this clause will be entitled to union representation throughout any proceeding under this clause.

### **1.7 General Transition**

The Union and Employer agree to the following to support transgender employees at work.

(a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers 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. Records of the employee's previous name, sex, gender or transition will be kept confidential.

(c) The Employer will provide safe washroom facilities to all trans workers. The Employer and the Union recognize that a trans worker 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 change.

(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, as per the benefit carrier.

(e) Upon notification by an employee wishing to transition or in need of a gender support plan, the Employer will work with the Union and the employee.

### **1.8 Inappropriate Use of Managerial/Supervisory Authority**

Inappropriate use of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Inappropriate use of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

Where the complaint is found to be frivolous, vindictive or vexatious an employee may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 (Grievances).

### **1.9 Procedures**

(a) If there is an allegation of inappropriate use of managerial/supervisory authority, the employee will approach, within 30 days of the alleged occurrence or last of a series of occurrences, their supervisor or the first level of excluded manager or Director of Human Resources not involved in the matter, for assistance in resolving the issue. The supervisor/manager or Director of Human Resources will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee. The supervisor/manager or Director of Human Resources will discuss the proposed resolution with the employee. The employee may have a shop steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may, through the Union, refer the matter, in writing, to the CEO or designate within 30 days of receiving the supervisor's/manager's or Director of Human Resources' response or when the response was due.

The written statement will provide full particulars of the allegation including:

- the name(s) of the individual(s) involved;
- the date(s);
- the wrongdoing which is alleged to have occurred;
- witnesses, if any; and
- an outline of the steps taken, if any, to resolve the matter in (a) above.

The CEO or designate shall provide the respondent with a copy of the complaint.

(c) The CEO or designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within 30 days of providing notice to the CEO.

(d) Where the matter is not resolved pursuant to (c) above, the Union may refer the matter to a mutually-agreed upon third-party mediator/adjudicator within 30 days of receiving the CEO's response or when the response was due.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

(a) The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board of BC on November 28, 1976, except those in positions mutually excluded by the parties as managerial and/or confidential.

(b) Incumbents of new positions created by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of being covered by another bargaining unit as specified by the Labour Relations Board of BC.

(1) When the Employer wishes to commence negotiation for the exclusion of a position from the bargaining unit, it shall notify the Union in writing. The Employer will provide to the Union a copy of the organization chart for the immediate department or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

(2) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.

(3) If no agreement is reached the Employer may refer the matter to the Labour Relations Board.

(4) Where a matter has been referred to the Labour Relations Board under this clause, the decision of the Board will be deemed to be binding on the parties.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. General Employees' Union (BCGEU) as the exclusive bargaining agent for all employees to whom the certification, issued by the Labour Relations Board on November 28, 1976, applies.

## **2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President of the Union or designate.

## **2.4 No Other Agreement**

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

## **2.5 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards taking into account both operational and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

The steward or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as steward. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by management.

## **2.6 Bulletin Boards**

The Employer shall provide an electronic bulletin board 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.

## **2.7 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized union insignia of the Union.



(b) The recognized insignia shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## 2.8 Right to Refuse to Cross Picket Line

(a) 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. An employee failing to report for duty shall be considered to be absent without pay.

(b) 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.

(c) The Employer agrees that it shall not request or require or direct employees to perform work in progress that is currently being carried out by those on a strike or locked out.

## 2.9 Time Off for Union Business

(a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated; or
- (2) to elected or appointed representatives of the Union to attend to union business, which requires them to leave their premises of employment; or
- (3) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.

The employee will advise the Employer of such a leave of absence in writing at least 14 days in advance.

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted:

- (1) to employees who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
- (2) to stewards or their alternates, to perform their duties pursuant to Clause 2.5 (Recognition and Rights of Stewards);
- (3) to employees called to appear as witnesses before an arbitration board;
- (4) to attend joint union-employer committee meetings.

(c) *Local Union Meetings*

The Employer agrees to allow employees to leave work at 3:30 p.m., four times a year for the purpose of attending union meetings without loss of pay. The Union agrees to notify the Employer of the dates of such meetings at least two weeks prior to the meeting. Minimal staff coverage shall be maintained.

(d) *Procedure*

It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this clause shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this clause, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary, and other benefit costs, including travel time incurred.

**2.10 Employer Facilities**

The Union shall be provided with access to printing and duplicating facilities and agrees to reimburse the Employer the Employer's costs of such printing and duplicating and shall also be permitted to use the Employer's electronic mail and Internet, subject to all Legal Services Society's policies.

**2.11 Union Shop Card**

The Union agrees to furnish the Employer with at least one union shop card for each of the Employer's places of operations covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

**2.12 Notification of Staff Representatives**

The parties recognize the value of communication on an ongoing basis, and to this end, each party will keep the other informed at all times of its staff representative responsible for labour relations matters.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on November 28, 1976, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after November 28, 1976, shall, as a condition of initial and continued employment, become members of the Union and maintain such membership.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to November 28, 1976, to become a member of the Union.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of 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 biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications in an electronic format (.csv, .xls or .xlsx), of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

Deductions including the EFT date and dollar amount, shall be provided to the Union by Electronic Funds Transfer (EFT) to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca).

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

(e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this clause, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipt shall be provided to the employee prior to March 1<sup>st</sup> of the succeeding year.

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

(i) The Employer will provide to the Union at least quarterly a report of employees who have ceased employment including each employee's name and the code used in Block 16 of their Record of Employment form.

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

At the time of hire the Employer will advise new employees that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with union security and dues check-off.

The Employer will provide a new employee with the name, location and work telephone number of the steward(s).

The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers.

## ARTICLE 6 - EMPLOYER'S RIGHTS

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

## ARTICLE 7 - EMPLOYER-UNION RELATIONS

### 7.1 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 Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of three members of the Union together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### 7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate orderly, as well as the confidential, investigation of grievances, the Employer will make available to the union representatives or stewards, temporary use of an office or similar facility.

### 7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### 7.5 Joint Standing Committee

(a) The parties agree to the establishment of a joint standing committee composed of three union representatives and three employer representatives. All decisions of the Joint Standing Committee shall be by majority vote. This committee may call upon additional persons for technical information or advice. The Committee may establish ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) *Purpose and Power*

The Union and the Employer recognize the mutual value of ongoing joint discussions to promote the cooperative resolution of workplace issues, and to address matters pertaining to working conditions, employment, services and labour-management relations.

The Committee shall have the power to consult and make recommendations of an advisory nature to the bargaining Principals on the following areas of concern:

- (1) issues relating to the workplace that affect the parties or any employee bound by the agreement;
- (2) jurisdictional areas, number of stewards and bulletin boards pursuant to Clause 2.6 (Bulletin Boards) of this agreement;
- (3) recommendations pursuant to Article 20 (Career Development) of this agreement;
- (4) recommendations pursuant to Article 25 (Joint Job Evaluation) of this agreement; and
- (5) such other matters referred to the Committee by this agreement.

(c) *Meetings of the Committee*

The Joint Standing Committee shall meet at least quarterly or at reasonable intervals at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for times spent on this committee carrying out their committee duties, including up to one hour of preparation time or for investigating matters at any time at the direction of the Committee. Meetings must be held no later than 14 days after the request has been given.

(d) *Chairperson of the Committee*

An employer representative and a union representative shall alternate in presiding over meetings as joint chairpersons.

(e) *Minutes*

Minutes of the meeting of the Joint Standing Committee shall be kept and a copy shall be sent to the Union and the Employer.

(f) *Recommendations of the Committee*

Except as otherwise provided in this agreement, if the Joint Standing Committee is unable to reach agreement on any issue referred to it under Clause 7.6(b) of this agreement, the issue under dispute shall be submitted to the bargaining Principals who shall meet within 30 days to attempt to resolve the dispute.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) 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
- (b) the dismissal, discipline or suspension of an employee bound by this agreement.
- (c) The Employer will post notices identifying the positions and incumbents in each office who are the designated representatives at Steps 2 and 3 of the grievance procedure.

The procedure for resolving a grievance shall be the grievance procedure in this article.

## 8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have a steward present at such a discussion period. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

## 8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 (Step 2), must do so not later than 30 days after the date:

- (a) on which they were notified orally or in writing of 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

(a) Subject to the time limits of Clause 8.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (1) recording this grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the designated local supervisor through the union steward.

(b) *The local supervisor shall:*

- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
- (2) provide the employee with a receipt stating the date on which the grievance was received.

## 8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

## 8.6 Step 3

The President of the Union or designate may present a grievance at Step 3:

- (a) within 21 days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 21 days after the Employer's reply was due.

## 8.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 30 days of receipt of the grievance at Step 3.

**8.8 Failure to Act**

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any further grievance.

**8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9 (Arbitration), the President or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received;
- (b) 30 days after the Employer's decision is due.

**8.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

**8.11 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of dismissal or notice of suspension.

**8.12 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this clause, the grievance shall be considered to have been abandoned.

**8.13 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation or alleged violation of this agreement, the dispute shall be discussed between the bargaining Principals within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

**8.14 Technical Objections to Grievances**

It is the intention of both 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 allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.15 Retroactive Settlements**

Settlements reached at any step of the grievance procedure in this clause, other than Clause 8.13 (Policy Grievance), shall be applied retroactively to the date of the occurrence or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

### **9.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration it shall indicate in writing to the other party, within seven days thereafter, its intention to submit the dispute to a single arbitrator, as listed in Appendix VI (Arbitrators), or to another arbitrator mutually agreed upon.

### **9.3 Arbitration Procedure**

The Arbitrator shall determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall render a decision within 30 days of their first meeting.

### **9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a dismissal or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

### **9.5 Disagreement of Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify their decision, which they shall make every effort to do within seven days.

### **9.6 Expenses of Arbitrator**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

### **9.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **9.8 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made



to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **9.9 Expedited Arbitration**

- (a) The parties shall meet as often as required to review outstanding grievances and attempt to resolve them prior to proceeding to arbitration.
- (b) 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) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) Grievances shall be submitted to a single arbitrator as listed in Appendix VI (Arbitrators), or to another arbitrator mutually agreed upon.
- (d) The Arbitrator shall hear the grievances and shall render a decision within 10 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.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2 (Appointment of the Arbitrator).
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

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

### **10.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee which may result in their suspension or discharge, the procedure outlined herein shall be followed.

### **10.2 Dismissal and Suspension**

- (a) The CEO may dismiss an employee for just cause. An excluded manager may suspend an employee for just cause. Notice of the dismissal or suspension shall be in writing and shall set forth the reasons

for dismissal or suspension. Such notice may be delivered personally to the employee or mailed to them by registered mail at their place of employment or their home. The President of the Union shall be advised in writing, within five working days, by the Employer of the reason for such dismissal or suspension.

(b) Suspensions of less than five days will be removed from an employee's file after the expiration of five years from the date it was issued, provided there has not been a further similar infraction.

### **10.3 Right to Grieve**

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 8 (Grievances) of this agreement.

### **10.4 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports, or adverse performance evaluation reports.

(b) An employee shall be given a copy of any document placed on the employee's file. 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 document that might be on the basis of disciplinary action, other than official evaluation reports (unless agreed by way of a grievance settlement), shall be removed from the employee's file after the expiration of 15 months from the date it was issued provided there has not been a further similar infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of the employee, the existence of which the employee was not aware at the time of filing.

### **10.5 Burden of Proof**

In cases of discipline, suspension and dismissal, the burden of proof of just cause in any arbitration hearing or grievance procedure as outlined herein shall rest with the Employer. In proceedings pursuant to this clause in cases of discipline, suspension or dismissal, the Employer shall not produce evidence other than evidence in support of the allegations outlined in the written notice to the employee.

### **10.6 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the period of such suspension or discharge. Any additional compensation which is considered just and equitable in the opinion of the parties or in the opinion of an arbitrator, if the matter is referred to arbitration, may be made.

### **10.7 Personnel File**

(a) An employee, or the President of the Union or their designate, 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, upon giving 24 hours' notice to the Employer.

(b) If the personnel file is held at a different work location as the employee, the employee shall be entitled to review their personnel file within seven days.

(c) Should an employee dispute an 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 file.

#### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a steward. This clause shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward provided that this does not result in any undue delay of the appropriate action being taken.

#### **10.9 Abandonment of Position**

An employee who fails to report for duty for 10 consecutive workdays, without personally 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.

#### **10.10 Employee Appraisal**

(a) When a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. The employee will be given until the next working day to read and review the appraisal.

(b) Upon request, an employee shall have the right to have a steward present during the performance appraisal meeting.

(c) The appraisal form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(d) An employee shall receive a copy of the employee appraisal at time of signing.

(e) An employee appraisal 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.

(f) An employee shall have the right to request a formal appraisal at any time providing that at least three months have elapsed since the last appraisal.

(g) The formal appraisal form shall include a section that will enable the employee to make comments about their appraisal.

**ARTICLE 11 - SENIORITY****11.1 Seniority Defined**

(a) Service Seniority means an employee's length of service with the Employer. Employees shall be credited with service seniority as follows:

- (1) seniority as of June 30, 1988;
- (2) any seniority earned between July 1, 1988 and the first day of the fiscal year immediately following the signing date of this contract; and
- (3) any seniority earned after the first day of the fiscal year immediately following the signing date of this contract.

(b) Classification Seniority means an employee's length of service in their present classification.

(c) When two or more employees have the same service seniority date, the tie shall be broken by chance.

(d) Part-time employees shall earn seniority on a pro rata basis for all purposes.

**11.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each employee commenced employment with the Employer. An up-to-date seniority list shall be sent to the President of the Union or their designate on February 1<sup>st</sup> of each year.

**11.3 Loss of Seniority**

(a) An employee shall not accrue seniority when on a leave of absence without pay for leave periods over 30 consecutive days duration, except in the case of birth parent leave, parental leave (including for adoption), family responsibility leave, compassionate care leave, Reservists' leave, leave respecting disappearance of child, leave respecting death of child, leave respecting domestic or sexual violence, critical illness or injury leave, leave while in receipt of WorkSafeBC wage-loss or other WorkSafe benefits in respect of a claim from this employer, sick leave pursuant to Clause 17.1 (Sick Leave Plan), sick leave pursuant to Clause 17.9 (Weekly Indemnity), union leave or as otherwise specified in this agreement. An employee shall continue to accrue seniority if they are absent from work with pay.

(b) An employee shall lose their seniority only in event that:

- (1) they are discharged for just cause;
- (2) subject to Clause 11.4 they voluntarily terminate their employment or abandons their position and does not revoke their voluntary termination within 24 hours;
- (3) they are on layoff from continuous employment for more than one year; or
- (4) they are unavailable or declines recall into a regular position. One decline because of illness in one fiscal year shall be forgiven provided the employee provides a doctor's note.

#### **11.4 Re-Employment**

A regular employee who resigns their position and within 60 days is re-employed, in a regular position, shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

#### **11.5 Seniority on Demotion**

An employee who suffers demotion through no fault of their own or who takes a voluntary demotion shall have their classification seniority adjusted to include all service previously held in the lower classification together with all service in any higher classification(s).

#### **11.6 Bridging of Service**

If an employee terminates as a result of a decision to care for a dependent parent, spouse or child(ren), and is re-employed they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been an employee with at least two years of seniority at time of termination;
- (b) the resignation must indicate the reasons for termination;
- (c) the break in service shall be for not longer than six years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **ARTICLE 12 - LAYOFF, SEVERANCE & RECALL**

#### **12.1 Layoff for Regular Employees**

- (a) In the event of a layoff the Employer, bargaining unit Chair and President of the Union, or designate, shall meet to discuss the location, classifications and positions of employees which may be affected by the layoff. Prior to any layoff the Employer may canvass any employee or group of employees to invite resignation with severance as provided for in Clause 12.4(d).
- (b) In the event of layoff for regular employees, such layoff shall occur in reverse order of service seniority within a classification in the layoff and recall unit affected.
- (c) A regular employee who is given notice of layoff under this clause may elect to:
  - (1) bump a junior regular employee in the same or lower classification within their layoff and recall unit, as outlined in Appendix III (Geographic Locations), provided they have the necessary qualifications to perform the job; or
  - (2) go on recall;
  - (3) take priority over the most senior casual employee within their work location; or
  - (4) take severance in accordance with Clause 12.4(d). Employees electing severance under this provision shall not be entitled to bumping rights or recall.

(d) A regular employee may bump from one work location within their geographic location to another work location within the same geographic location only if there are no junior regular employees in jobs for which they may be qualified, in their own work location. Geographic locations are defined in Appendix III (Geographic Locations) to this agreement.

(e) Where a regular employee has elected to bump a junior regular employee, the employee shall be given a reasonable amount of time on the job to acquire proficiency in the performance of the new job.

(f) Where a regular employee has been given notice that they are to be laid off, or that they are being bumped by another employee, the employee shall advise the Employer that they wish to exercise their rights under this clause within two weeks of receiving such notice.

(g) Where a regular employee has elected to accept casual employment pursuant to paragraph (c)(3) above, they shall remain eligible for recall to available regular positions.

## **12.2 Recall**

(a) Regular employees on layoff shall be recalled to regular employment in order of service seniority providing they have the necessary ability, qualifications and experience for the job and providing the recall would not constitute a promotion.

(b) Regular employees may refuse recall to a temporary position without affecting their recall rights.

(c) Employees who have received notice of layoff and have opted to go on recall, may be recalled to regular vacant positions pursuant to (a) above even if the layoff has not yet taken effect.

(d) Employees shall remain eligible for recall for a period of one year.

## **12.3 Application**

The application of the layoff and recall procedures in Clauses 12.1 (Layoff for Regular Employees) and 12.2 (Recall) shall be applied on the basis of each geographic location as outlined in Appendix III (Geographic Locations).

## **12.4 Advance Notice and Severance**

(a) Regular employees with two years or more service seniority shall be given three months' notice of layoff.

(b) Regular employees with less than two years' service seniority shall be given one month notice of layoff.

(c) If a regular employee has not had the opportunity to work the full notice period they shall be paid in lieu of work for that part of the notice period for which work was not made available.

(d) When a regular employee opts for and is entitled to receive severance pay, the severance pay will be calculated and paid in accordance with the following:

(1) Regular employees with less than three years' service seniority will be entitled to an amount equal to two weeks' current salary for each year of continuous service.

(2) Regular employees with three or more years' service seniority will be entitled to severance pay based upon three weeks' current salary for each year of service.

(3) Severance pay shall be prorated for partial years of service. The maximum amount will be 12 months' current salary.

(e) A regular employee may opt for severance pursuant to this clause on the date the layoff was scheduled to occur, in which case they shall forfeit all seniority and rights to recall.

(f) Following such notice, employees so affected, who are seeking alternative employment, shall, subject to operational requirements, receive leave with pay to attend job interviews. The Employer agrees that such leave shall not be unreasonably withheld.

(g) In the event of a layoff as per Clause 12.1 (Layoff for Regular Employees), the Employer and Union agree that the Joint Standing Committee will work with regular employees who have greater than two years of service, impacted throughout the layoff process in identifying employee skills, training options and training sources both in-house and external for staff development in assisting employees to obtain the necessary knowledge, skills and abilities through training initiatives to assist in placements.

### **12.5 Notice of Recall**

(a) Notice of recall shall be made by telephone to the last telephone number of the employee known by the Employer, and by registered mail to the last address of the employee known by the Employer. A copy of the letter shall be sent to the President of the Union.

(b) It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address and telephone number.

### **12.6 Salary on Recall**

If a regular employee is recalled into a vacant position, they shall receive salary protection pursuant to Clause 26.8 (Salary Protection).

### **12.7 Benefits Continuation**

Laid off regular employees shall continue to have the Employer's share of the benefits paid to the end of the month following the month in which the layoff takes effect, as if they were still on active service, providing they advise the Employer in writing that they wish these benefits to continue and authorize deduction from their final pay out of the employee's share of these benefits for the period.

## **ARTICLE 13 - HOURS OF WORK**

### **13.1 Regular Workweek**

The regular workweek for employees shall consist of no more than five consecutive days from Monday to Friday, inclusive.

### **13.2 Regular Workday**

The regular workday for all employees shall be seven hours per day exclusive of the meal period, or in the event that a modified workweek is initiated pursuant to Clause 13.8 (Modified Workweek) of this agreement, the hours mutually agreed upon to accommodate a modified workweek based 105 hours over a three-week period.

### 13.3 Scheduling Hours

- (a) Subject to Clause 13.7 (Flexible Work Schedule), the regular workday shall be scheduled between 7:00 a.m. and 7:00 p.m. unless otherwise agreed to by the parties.
- (b) Changes to starting and finishing times for current employees (in their current positions) shall be scheduled in one of the following ways:
  - (1) by mutual agreement between the employee and the employee's local supervisor;
  - (2) unscheduled;
  - (3) unscheduled around a core period mutually agreed by the employee and the employee's local supervisor;
  - (4) unscheduled within entry and exit periods around a core period, as mutually agreed by the employee and the employee's local supervisor.
- (c) The Employer agrees that permission for a flextime work schedule shall not be unreasonably withheld.

### 13.4 Clean-up Time

Employees shall be allowed up to 10 minutes as required for clean-up purposes.

### 13.5 Rest Periods

- (a) All employees shall have two 15-minute rest periods away from their workstations in each work period in excess of five hours, one rest period to be granted before and one after the meal period. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or at the end of the shift. Rest periods shall be taken without loss of pay to the employee.
- (b) Where an employee is unable to take a rest period (15 minutes a.m. and p.m.) due to circumstances which require them to continue in the performance of their duties, the employee shall be entitled to shorten their workday by the amount of time equivalent to the rest period or periods not taken. If the workday is not shortened the rest period time(s) not taken shall be converted to the applicable overtime rate and taken in paid time off.
- (c) Rest periods may be taken outside the times specified above only by mutual agreement between the employee and their supervisor.

### 13.6 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall not be less than 30 nor more than 60 minutes and shall be subject to agreement by the parties at the local level.
- (b) An employee shall be entitled to take the meal period away from the workstation.
- (c) If the Employer requests that an employee remain at the workstation during the meal period, the meal period shall be considered as time worked and compensated for at the applicable overtime rate.



### 13.7 Flexible Work Schedule

The Employer and the Union recognize that certain employees have responsibilities which require them to frequently work outside their normal working hours. The parties therefore agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible consistent with the welfare of the employees concerned and consistent with the following provisions:

- (a) Subject to Article 15 (Holidays), employees shall work 70 hours in any 14-calendar-day period. An employee shall not be required to work on a Saturday or a Sunday. If an employee initiates Saturday or Sunday work themselves, it shall be counted towards the 70 hours. If the employee is required by the Employer to work on Saturday or Sunday, it shall be considered overtime.
- (b) The regular workday shall consist of no more than nine hours per day, including travel time.
- (c) Regular hours worked shall not exceed 70 in a 14-calendar-day period.
- (d) Hours worked in excess of nine per day or 70 in a 14-calendar-day period shall be considered overtime and compensated accordingly.
- (e) Where employees covered by this clause are required to host consultants, contractors, or other non Legal Services Society personnel, in the course of their duties, they shall, subject to prior approval of their supervisors, be reimbursed for reasonable expenses upon production of receipts. Approval shall be granted in accordance with the applicable policies of the Employer.
- (f) The employee shall obtain approval in advance to work overtime within the terms of this clause.
- (g) A schedule will be worked out in advance between the employee and their supervisor. Changes in the schedule are permitted only with the approval of the employee's supervisor.

### 13.8 Modified Workweek

Subject to agreement between the parties at the local level, the standard five day week may be modified in the Vancouver Regional Centre.

The workweek may be modified in this office in the following way and subject to the following provisions:

- (a) the workday shall be seven hours and 30 minutes in duration, exclusive of the meal period, with the extra time worked accumulated and;
  - (1) scheduled by mutual agreement, at the local level, as a day off every three weeks, or
  - (2) scheduled by mutual agreement, at the local level, as lieu days.
- (b) There shall be equitable rotation of the extra days off as mutually agreed at the local level.
- (c) For vacation purposes, employees shall remain on the agreed work schedules and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.
- (d) Any shortfall arising from designated paid holidays falling within this schedule shall be scheduled within the two-week period following the designated holiday.
- (e) Work shall be scheduled between the hours of 7:00 a.m. and 7:00 p.m. unless otherwise agreed to by the parties.
- (f) Work schedule changes shall not result in increased cost to the Employer.

(g) The Employer agrees that permission for a modified workweek shall not be unreasonably withheld.

## ARTICLE 14 - OVERTIME

### 14.1 Definitions

- (a) "*Overtime*" means work authorized in advance by the Employer and performed by an employee in excess or outside of full-time, regularly scheduled hours worked.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

### 14.2 Overtime Entitlement

An employee shall be entitled to compensation at the applicable overtime rates for authorized overtime outside the full-time, regularly scheduled workday.

### 14.3 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer and the Union.

### 14.4 Sharing of Overtime

Overtime work shall be allocated on an equitable basis within each classification.

### 14.5 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first two hours of overtime on a regularly scheduled workday;
  - (2) double-time for hours worked in excess of (1); and
  - (3) double-time for all hours worked on a day of rest.

The computation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) An employee who works on a designated holiday which is not a scheduled workday shall receive their regular day's pay and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half for all hours worked.

(c) An employee on a flexible work schedule who is required to travel on the Employer's business shall be compensated at the applicable overtime rates for travel time, provided that the combination of work time and travel time is in excess of nine hours per day or 70 hours in any 14-calendar-day period. The Employer may determine the means of such travel.

(d) The employee shall have the option of receiving cash for overtime or equivalent compensating time off in lieu of being paid. Time banked shall not exceed 70 hours at any time; overtime banked in excess of 70 hours shall automatically be paid in cash pursuant to (f) and (g) in this clause.

- (e) If the employee elects to take compensating time off for overtime compensation, they shall within 90 days schedule such earned time off. If this time is not scheduled within 90 days, the payment will be made in cash.
- (f) Any overtime due at year-end for that fiscal year shall be paid in cash within 30 days of the fiscal year end or paid out prior to terminating employment.
- (g) Overtime shall be calculated in 15-minute increments.

#### **14.6 Overtime Meal Allowances**

An employee who is required to work a minimum of two and one-half hours overtime before or after their scheduled hours of work shall be provided with a meal or shall be reimbursed in the amount of:

September 1, 2023	\$16.44
April 1, 2024	\$17.55
April 5, 2025	\$17.90

A meal break of one-half hour with pay at the overtime rate shall be given. This clause shall not apply to an employee who is on travel status which entitles them to claim for lodging and/or meals.

#### **14.7 Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

#### **14.8 Calculation of Overtime Rate**

- (a) For the purpose of calculating the hourly rate the employee's monthly rate shall be divided by 152.25 and multiplied by the applicable overtime rate.
- (b) Should the hourly rate arrived at result in a fraction of one cent, it shall be taken to the next higher full cent before multiplying the applicable overtime rate.

#### **14.9 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations that are beyond the Employer's control, without being subject to disciplinary action for so refusing.

#### **14.10 Callout Provisions**

An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at the applicable overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

#### **14.11 Rest Interval**

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

**14.12 Child Care Expenses Outside of Their Regular Workday**

(a) Should an employee be required to be away from their home on the Employer's business outside of their regular workday, and the employee consequently incurs child care expenses, the Employer agrees to reimburse the costs of receipted child care expenses for the period over and above their regular workday where such expenses are incurred. Such reimbursement must be approved in advance of the expense being incurred. Such reimbursement shall only apply where no one else who would normally participate in the child care can provide the child care. The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and the name of the care giver/agency.

(b) Employees covered by Clause 13.7 (Flexible Work Schedule) will have an annual limit of \$700 per employee.

**14.13 Review of Workload**

(a) The Employer agrees to review, at the request of the Union or employees, the workload of any employee or group of employees who consistently request(s) and/or logs overtime for the purpose of ascertaining whether or not the Employer should hire additional staff.

(b) Disputes arising out of this clause shall be referred to the Joint Standing Committee.

**14.14 Standby**

(a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal workweek as defined in Clause 13.1 (Regular Workweek) (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal workweek shall be paid one hour's pay at the employee's regular rate of pay for each period of six hours, or portion thereof, that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 14.10 (Callout Provisions).

(b) Employees who stand by for a call to work at any other time shall be paid one hour's pay at the employee's regular rate of pay for each period of four hours, or portion thereof, that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 14.10 (Callout Provisions).

(c) Employees on standby shall be provided with a pager or cellular telephone.

**ARTICLE 15 - HOLIDAYS****15.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Four hours on the last working day prior to Christmas Day
B.C. Day	Four hours on the last working day prior to New Year's Day
National Truth & Reconciliation Day	

Any other holiday proclaimed as a holiday by the federal, provincial or municipal government for the locality in which an employee is working shall also be a paid holiday.

### **15.2 Holidays Falling on Saturday or Sunday**

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

### **15.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on a full-time continuous employee's day of rest the Employer shall give the employee a lieu day off with pay on the first regularly-scheduled workday following the day of rest so affected. A part-time continuous employee shall be entitled to paid holidays on a pro rata basis.

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

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half for hours worked plus a day off in lieu of the holiday.

### **15.5 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.

### **15.6 Casual Employees**

- (a) A casual employee with a regular schedule of hours who has worked at least 15 of the 30 calendar days prior to a holiday listed in Clause 15.1 (Paid Holidays) is entitled to a regular day's pay for the holiday.
- (b) A casual employee who has worked irregular hours on at least 15 of the 30 days prior to a holiday listed in Clause 15.1 (Paid Holidays) is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period by the number of days worked.
- (c) A casual employee who has worked fewer than 15 of the 30 days prior to a holiday listed in Clause 15.1 (Paid Holidays) is entitled to prorated holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the 30-day period by 15.

## **ARTICLE 16 - ANNUAL VACATION**

### **16.1 Earning of Annual Vacation - First Partial Year of Employment**

In the first partial year of employment, i.e., if an employee does not work the first complete fiscal year, vacation entitlement at the rate of one and two-thirds days (11.67 hours) of vacation per month worked shall be accumulated as earned to the employee's credit.

**16.2 Earning of Annual Vacation - Full Fiscal Year of Employment**

A full-time employee will have an annual vacation entitlement as follows:

<i>Vacation Years</i>	<i>Workdays</i>	<i>Hours</i>
First to fifth .....	20 .....	140
Sixth .....	21 .....	147
Seventh .....	22 .....	154
Eighth .....	25 .....	175
Ninth .....	26 .....	182
Tenth .....	27 .....	189
Eleventh .....	28 .....	196
Twelfth .....	29 .....	203
Thirteenth to nineteenth .....	30 .....	210
Twentieth and thereafter .....	35 .....	245

Employees engaged on a part-time basis, or employees to whom a leave of absence without pay, in excess of one month has been granted to or employees who terminate before the end of any fiscal year shall be entitled to annual vacation under this clause on a pro rata basis.

**16.3 Prime Time Vacation Period**

Subject to the provisions of this clause, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period May 1<sup>st</sup> to September 30<sup>th</sup>, inclusive, which shall be defined as the prime time vacation period.

**16.4 Vacation Preference**

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit. Where an employee chooses to split their vacation, their second choice of vacation time shall be made after all other employees concerned have made their initial selection.
- (b) Regular vacation shall have priority over banked vacation time during the prime-time vacation period.

**16.5 Vacation Schedules**

- (a) Vacation schedules will be circulated in each office between the 14<sup>th</sup> day of February and the 1<sup>st</sup> day of March immediately preceding the beginning of the fiscal year.
- (b) The employee's supervisor shall post the proposed vacation schedule no later than the 7<sup>th</sup> day of March immediately preceding the beginning of the fiscal year.
- (c) If an employee disagrees with the vacation schedule as posted by their supervisor, they must exercise their rights in regards to vacation entitlement under the collective agreement no later than the 21<sup>st</sup> day of March immediately preceding the beginning of the fiscal year.
- (d) An employee who transfers to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(e) Where any of the time limits in this clause fall on a Saturday, Sunday, or a paid holiday, the time limit will be extended to the next working day.

#### **16.6 Vacation Relief**

Where vacation relief is required the Employer shall give regular employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job, and arrange for staff replacement at the lowest paying category.

#### **16.7 New Employees**

During the first six months of continuous employment an employee may, subject to mutual agreement at the local level, take vacation which has been earned. This agreement shall not be unreasonably withheld. If the fiscal year ends within an employee's probation period, then the employee shall be paid for all earned vacation in excess of 10 days.

#### **16.8 Scheduled Vacations**

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 Employer.

#### **16.9 Vacation Pay**

Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the 60 working days preceding their vacation, in which case they shall receive the higher rate.

#### **16.10 Approved Leave of Absence with Pay During Vacations**

When an employee is qualified for sick leave, bereavement, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually-agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of return to work.

#### **16.11 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 expenses incurred thereby by themselves, 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 (except for meals) 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 entitlement.

#### **16.12 Vacation Carryover**

An employee may carry over up to 10 days' vacation leave per vacation year for two consecutive vacation years, to a maximum of 20 days which must be taken not later than the third consecutive vacation year. Employees shall not receive cash in lieu of vacation except upon termination and except as outlined in Clause 16.13 (Cash Option).

### 16.13 Cash Option

An employee shall have the option of exchanging five days of their annual vacation for 2% of gross salary earned during that fiscal year, which shall be paid:

- (a) at the end of the fiscal year (March 31<sup>st</sup>); or
- (b) at such earlier time at which the employee chooses to take at least five days of annual vacation.

The cash option shall be calculated on the following basis:

- (1) Employees who choose the cash option shall forfeit five days of the annual vacation to which they are entitled under Clause 16.2 (Earning of Annual Vacation - Full Fiscal Year of Employment).
- (2) The cash option shall be calculated on the basis of gross salary earned during the fiscal year.

### 16.14 Vacation Credit Upon Death

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

## ARTICLE 17 - SICK LEAVE

### 17.1 Sick Leave Plan

A full-time employee shall earn sick leave credits at the rate of 10 days per year (0.83 days per month) for each month of service in which pay was received for at least 10 days. Sick leave shall accumulate to a maximum of 175 days. A part-time employee shall be entitled to sick leave credits on a pro rata basis. Where an employee is absent from work because of illness or injury the employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit.

### 17.2 Employee to Inform Employer

The employee shall inform the immediate supervisor as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the immediate supervisor of the expected date of return to duty in advance of that date in order that relief staffing can be planned.

### 17.3 Application for Sick Leave

- (a) An employee absent from work through illness or injury shall, within seven calendar days from the initial day of absence and thereafter as requested, submit a fully completed leave form.
- (b) The Employer may request that a Sick Leave Medical Form accompany the leave form if the absence is seven calendar days or where at least 14 calendar days have elapsed since the last form was submitted and the employee has been in receipt of sick leave benefits throughout that period. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) Any costs incurred for reports or information other than the Sick Leave Medical Form(s), shall be borne by the Employer. Such reimbursement will not exceed the fee guidelines of the BC Medical Association.



**17.4 Deduction of Sick Leave**

All absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.

**17.5 Ineligible for Sick Leave/Weekly Indemnity**

Benefits will not be paid when an employee is:

- (a) on layoff;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) suspension without pay;
- (f) on any leave of absence without pay.

**17.6 Sick Leave Records**

Upon request, an employee shall be advised of the balance of their sick leave credits.

**17.7 Medical and Dental Appointments**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, time off for medical and dental appointments for employees or for dependent family members shall be permitted. Deductions shall be made from sick leave entitlement for medical and dental appointments, for an employee or for the dependent family members of an employee.
- (b) The Employer shall consider an employee's request to accompany a non-dependent parent to a medical or dental appointment where the non-dependent parent cannot attend a medical or dental appointment without assistance, and where such an appointment for a parent cannot be scheduled outside regularly scheduled working hours.

The employee will make such a request as far in advance of the appointment as possible. Any lost work time shall be made up within a two-week period at a time or times mutually agreed by the employee and the Employer. Overtime provisions shall not apply to makeup time. Such a request is subject to operational requirements and shall not be unreasonably withheld.

Such requests under (b) shall be limited up to 14 hours in fiscal year.

**17.8 Travel Time for Medical and Dental Care**

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

**17.9 Weekly Indemnity**

- (a) Employees shall be covered by Weekly Indemnity from the first of the month following the month in which the employee completes six continuous months of employment.
- (b) The Employer agrees that eligible employees shall be covered by Weekly Indemnity for periods of illness which extend beyond the period of coverage provided by Clause 17.1 (Sick Leave Plan) after a one working day waiting period has been applied from the initial date of absence. After expiration of coverage provided by the above noted clause, the employee shall receive two-thirds of their weekly salary for each week of illness for a period not to exceed four months from the date of absence.
- (c) The Employer may request a statement from a qualified medical practitioner to support an employee's claim for benefits under this clause.

**17.10 Transportation Due to Illness**

When an employee takes ill at work, the Employer will pay taxi fare for the employee to travel from work to home, if necessary.

**17.11 No Termination Due to Illness**

No employee shall be severed or lose seniority benefits because of illness, except as noted herein.

**ARTICLE 18 - OTHER LEAVE****18.1 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 of up to 35 hours at their regular rate of pay. An employee may take this leave in a single increment or multiple increments at the time of death and/or the time of funeral or other memorial service or ceremony in relation to the death.
- (b) Immediate family is restricted to: an employee's parent; stepparent; former guardian; spouse; betrothed; child; sibling; parent-in-law; grandparent, grandchild or any other relative with whom the employee permanently resides.
- (c) In the event of the death of an employee's parent's sibling or parent's sibling's spouse, child-in-law or sibling-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral, or other memorial service or ceremony.
- (d) 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.
- (e) In addition to the leave allowed in (a) and (c), an employee may request special paid bereavement leave of one day to attend the funeral of, or other memorial service or ceremony for, a close friend or relative not listed in subparagraphs (b) and (c). Permission is required from the Human Resources for such leave. A request for leave under this subparagraph (e) will not be unreasonably withheld.

**18.2 Special Leave**

- (a) Where leave from work is required, an employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following:
  - (1) Marriage of the employee - 21 hours.

- (2) Attending wedding of employee's child - 7 hours.
  - (3) Birth or adoption of the employee's child - 7 hours.
  - (4) Serious household or domestic emergency - 7 hours.
  - (5) Moving household furniture and effects - 7 hours.
  - (6) Divorce or family court hearing of employee - 7 hours.
  - (7) Attending their formal hearing to become a Canadian citizen - 7 hours.
  - (8) Attending funeral as pallbearer or mourner - 3.5 hours.
  - (9) "*Other*": An employee shall be entitled to up to 3.5 hours of "*other*" leave per year for any leave not already covered in any other article in the agreement.
  - (10) Other ethno-cultural or religious Observances - 14 hours.
- (b) Two weeks' notice is required for leave under (a)(1), (2), (5), (6) and (7) above.
- (c) For the purpose of determining eligibility for special leave under (a)(5) above, an employee will qualify if changing their place of residence, which necessitates the moving of household furniture and effects during their normal working hours and if they have not already qualified for special leave under paragraph (5) on two occasions within the preceding 12 months.
- (d) The Employer may grant special compassionate leave for reasons other than those set out in paragraph (a)(9) above, at its discretion. Permission is required from Human Resources for special compassionate leave.

### **18.3 Full-Time Union, Public or Indigenous Duties**

- (a) The Employer shall grant, on written request, leave of absence without pay:
- (1) for employees to seek election in a municipal or regional district, provincial, federal or Indigenous government election;
  - (2) for employees selected for a full-time position with the Union for a period of one year;
  - (3) for employees elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request;
  - (4) for employees elected to a position of President or Treasurer of the BCGEU, for a period of three years and the leave shall be renewed upon request;
  - (5) for employees elected to a public or Indigenous government office for a maximum period of five years.
- (b) The Employer may grant a leave of absence without pay to an employee requesting such time to work in a municipal or regional district, provincial, federal or Indigenous government election campaign. Such leave shall commence no earlier than one month before the election and shall terminate no later than the day after the election. Such leave shall be subject to operational requirements and shall not be unreasonably withheld.

#### **18.4 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay unless the employee chooses to take a vacation day.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent in court by an employee in their official capacity shall be at their regular rate of pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

#### **18.5 Elections**

Any employee eligible to vote in a federal, provincial, Indigenous or municipal or regional district election or a referendum shall have the minimum consecutive clear hours in which to cast their ballots as specified in the relevant legislation.

#### **18.6 General Leave**

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Employer. Approval shall not be unreasonably withheld.

#### **18.7 Family Illness**

In the case of illness of an immediate family member, as defined in Clause 18.1(b), of an employee, and when no one other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.

#### **18.8 Accumulation of Benefits**

In all cases of leaves of absence without pay, of up to and including one month, all benefits shall accumulate as though the employee was at work. When the leave of absence is for more than one month, sick leave credits, seniority accumulation and health and welfare entitlements shall remain static, subject to Clause 10.9 (Abandonment of Position). An employee who is absent from work, while collecting WorkSafeBC benefits or an employee who is on birth parent leave, parental leave, family responsibility leave, compassionate care leave, leave respecting disappearance of child, leave respecting death of child, leave respecting domestic or sexual violence or critical illness or injury leave shall not be considered to be on leave of absence without pay, for the purpose of this article.

#### **18.9 Maximum Entitlement**

Leaves taken under Clauses 18.1 (Bereavement Leave), 18.2 (Special Leave) and 18.8 (Family Illness) shall not exceed 70 working hours per fiscal year, unless additional special leave is approved by the Employer.

### 18.10 Employment Standards Act Leaves

An employee is entitled to a leave of absence without pay if they are entitled to leave respecting:

- (a) Death of Child Leave
- (b) Disappearance of Child Leave
- (c) Family Responsibility Leave
- (d) Compassionate Care Leave
- (e) Domestic or Sexual Violence Leave
- (f) Critical Illness or Injury Leave
- (g) Reservists' Leave

Such leaves will be in accordance with the *Employment Standards Act*. Any leaves taken by an employee under another clause in this Article 18 (Other Leave) will count towards any entitlements to an equivalent leave an employee has under this Clause 18.11 (*Employment Standards Act Leave*) or the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

### 18.11 Donor Leave

The Employer and the Union encourage employees to register as organ donors. An employee will be granted the necessary leave of absence without pay for the purpose of donating bone marrow, blood plasma, stem cells, organs or tissues.

### 18.12 Cultural Leave for Indigenous Employees

- (a) A self-identified Indigenous employee may request up to 14 hours with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

### 18.13 Retirement Allowance and Pre-Retirement Leave

Upon retirement from service, an employee who has completed 20 years of service with the Employer, and who under the provisions of the Municipal Pension Plan Rules is entitled to receive a pension benefit on retirement, is entitled to an amount equal to their salary for one month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

## ARTICLE 19 - BIRTH PARENT AND PARENTAL LEAVE

### 19.1 Birth Parent Leave

- (a) An employee is entitled to birth parent leave of up to 17 consecutive weeks without pay. For purposes of this article, "birth parent" refers exclusively to any employee who is pregnant and who gives birth or whose pregnancy terminates.
- (b) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least four weeks prior to the expected date of birth.
- (c) The period of birth parent leave may commence up to 13 weeks prior to the expected date of birth.

(d) If an employee takes paid sick leave under Clause 17.1 (Sick Leave) or 17.9 (Weekly Indemnity) which relates to the birth parent leave (including relating to an order for bed rest prior to the birth parent leave) in the six weeks before the birth date, the time on paid sick leave will count toward the employee's birth parent leave entitlement under Clause 19.1(a).

### 19.2 Birth Parent Leave Allowance

(a) A regular employee who has passed their probation and who qualifies for birth parent leave pursuant to Clause 19.1 (Birth Parent Leave) shall be paid a birth parent leave allowance in accordance with the Supplementary Employment Benefit (SEB) Plan.

(b) In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for the birth parent leave allowance.

(c) Pursuant to Supplemental Employment Benefits (SEB) Plan, the birth parent leave allowance will consist of 15 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

### 19.3 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave without pay as follows:

(1) for a parent who takes birth parent leave in relation to the birth of the child with respect to whom the parental leave is to be taken, up to 61 consecutive weeks, which must begin immediately after the end of the birth parent leave, unless the employee and Employer agree otherwise.

(2) for a parent, other than an adopting parent, who does not take birth parent leave in relation to the birth of the child with respect to whom the parental leave is to be taken, up to 62 consecutive weeks, which must begin within the 78 weeks after the birth of the child; and

(3) for an adopting parent, up to 62 consecutive weeks, which must begin within 78 weeks after the child is placed with the parent.

(b) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

(c) If requested by the Employer, an employee's request for leave under this clause must be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

### 19.4 Parental Leave Allowance

(a) A regular employee who has passed their probation and who qualifies for parental leave pursuant to Clause 19.3 (Parental Leave) shall be paid a parental leave allowance in accordance with the Supplemental Employment Benefit (SEB) Plan.

(b) In order to receive this allowance, the employee must provide the Employer with proof that the employee has applied for and is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, payments for those who opt for standard parental leave will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay. Where an employee has opted for extended (61-week) EI parental benefits, the total parental leave allowance paid under the SEB Plan will be the same as if the employee had opted for regular (35-week) EI parental benefits, except it will be paid in reduced equal weekly instalments throughout the extended benefits period.

*Benefit Waiting Period Allowance;*

(d) An employee who qualifies for and takes leave pursuant to Clauses 19.1 (Birth Parent Leave) or 19.3 (Parental Leave) and is required by Employment Insurance to serve a one-week waiting period for Employment Insurance birth parent/parental benefits, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay.

(e) An employee who qualifies for and takes leave pursuant to Clauses 19.1 (Birth Parent Leave) or 19.3 (Parental Leave) and takes the maximum leave entitlement, shall be paid a leave allowance equivalent to one week at 85% of the employee's basic pay for the last week of the leave entitlement.

### **19.5 Additional Adoption Leave**

A regular employee who is an adoptive parent and has taken parental leave pursuant to Clause 19.3 (Parental Leave) is entitled, upon written request, to take an additional leave without pay of up to 17 weeks.

### **19.6 Extension of Leaves**

(a) An employee who is entitled to leave pursuant to Clauses 19.1 (Birth Parent Leave), 19.3 (Parental Leave) and/or 19.6 (Additional Adoption Leave) shall be entitled to an extended leave of up to an additional six months for health reasons and where a doctor's or a nurse practitioner's certificate is presented. Such written request must be received by the Employer at least four weeks prior to the expiration of leave taken pursuant to Clauses 19.1 (Birth Parent Leave), 19.3 (Parental Leave) or 19.6 (Additional Adoption Leave).

(b) Where an employee is entitled to birth parent leave pursuant to Clause 19.1 (Birth Parent Leave), they shall be entitled to extend such leave by up to two months by taking a leave of absence without pay. During this extension the employee shall be responsible for full payment of all premiums for medical, extended health, dental and group life.

(c) If an employee acts to extend their leave pursuant to this clause, then Clauses 19.9(b) shall apply but Clause 19.9(a) shall not apply.

### **19.7 Benefits Continuation**

For leaves taken pursuant to Clauses 19.1 (Birth Parent Leave), 19.3 (Parental Leave), 19.6 (Additional Adoption Leave) and 19.7(a) the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.

### **19.8 Entitlements Upon Return to Work**

(a) Notwithstanding Clause 17.1 (Sick Leave Plan), sick leave credits shall continue to accrue while an employee is on leave pursuant to Clauses 19.1 (Birth Parent Leave), 19.3 (Parental Leave) or 19.6 (Additional Adoption Leave)

- (b) An employee who returns to work after the expiration birth parent or parental leave or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from birth parent or parental leave or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Notwithstanding Clauses 16.2 (Earning of Annual Vacation - Full Fiscal Year of Employment) and 16.12 (Vacation Carryover), vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 19.1 (Birth Parent Leave), 19.3 (Parental Leave) and 19.6 (Additional Adoption Leave) and its waiting period providing:
- (1) the employee returns to work for a period of not less than six months, and
  - (2) the employee has not received parental allowance pursuant to Clause 19.4 (Parental Leave Allowance), and
  - (3) the employee was employed prior to April 11, 2001.
- (e) Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 16.12 (Vacation Carryover).

#### **19.9 Birth Parent or Parental Leave Allowance Repayment**

- (a) To be entitled to the birth parent, or parental leave allowances pursuant to Clauses 19.2 (Birth Parent Leave Allowance) and/or 19.4 (Parental Leave Allowance), an employee must sign an agreement that the employee will return to work and remain in the Employer's employ for a period at least equivalent to the period of leave taken after the employee's return to work. If an employee leaves on another birth parent or parental leave before the completion of this period, the remaining time unworked will be added on to the required period of time to be worked after the employee returns from the subsequent leave.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for a period equivalent to the period of leave taken, the employee shall reimburse the Employer for the birth parent or parental leave allowances received under Clauses 19.2 (Birth Parent Leave Allowance) or 19.4 (Parental Leave Allowance) on a pro rata basis.

#### **19.10 Supplementary Employment Benefit Plan - Birth Parent and Parental Leave**

- (a) The objective of the Supplemental Employment Benefit (SEB) Plan is to supplement the employment insurance benefits received by eligible employees who are on approved birth parent leave pursuant to Clause 19.1 (Birth Parent Leave) or approved parental leave pursuant to Clause 19.3 (Parental Leave).
- (b) The maximum number of weeks for which SEB Plan benefits are payable for birth parent leave is 17 weeks and for parental leave is 35 weeks. For clarity, as set out in Clause 19.4(c), where an employee has opted for extended (61-week) EI parental benefits, the employee will receive the same total amount of SEB Plan benefits as if the employee had opted for the regular (35-week) EI parental benefits, except it will be paid in reduced equal weekly instalments throughout the extended benefits period of 61 weeks.
- (c) Employees do not have a right to SEB Plan payments except for supplementation of EI Benefits for the unemployment period as specified in this Plan.



- (d) The Employer will inform Employment and Social Development Canada of any changes in the Plan within 30 days of the effective date of the change.
- (e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

## ARTICLE 20 - CAREER DEVELOPMENT

### 20.1 Purpose

Both parties recognize that an improved service to the public will result if employees acquire knowledge and skills relating to job functions and services available within the Legal Services Society.

### 20.2 Joint Education and Training Committee

- (a) A joint education and training committee shall be established comprised of two representatives of the Union and two representatives of the Employer. The Joint Education and Training Committee may be the Joint Standing Committee. The Committee shall establish policy relating to educational leave and allowances, including the establishment of training programs, eligibility requirements and selection procedure.
- (b) Notwithstanding the generality of the foregoing, the Committee shall also establish:
  - (1) skills, qualifications and training necessary to be considered for a paralegal position;
  - (2) methods of evaluating the criteria necessary to be considered for a paralegal position;
  - (3) appropriate courses to be offered to bargaining unit personnel;
  - (4) criteria for access to courses;
  - (5) criteria governing priority of employees for consideration for in-service and out of service training;
  - (6) the priority that members of the bargaining unit should have in being considered for paralegal positions;
  - (7) any other questions which relate to the attainment of paralegal status by members of the bargaining unit.
- (c) All decisions of the Committee shall be by mutual agreement. If the Committee is unable to reach agreement on any of the issues it is to consider, the issues may be submitted to the Joint Standing Committee.

### 20.3 Education Leave and Allowances

- (a) Educational leave and allowances shall be granted to an employee pursuant to the policies established by the Joint Education and Training Committee outlined in Clause 20.2 (Joint Education and Training Committee), either with full pay, without pay or with partial pay.
- (b) An employee shall be granted educational leave with pay if the Employer requests that the education be taken. When such leave is granted the Employer shall bear the full cost of the tuition, entrance or registration fees, laboratory fees and required books. The Employer shall also reimburse the employee for their travelling subsistence and other legitimate expenses where applicable.

#### **20.4 Leave for Employer-Sponsored Courses**

- (a) Each employee shall receive notification of all courses provided by the Employer for bargaining unit members in time to apply for the course.
- (b) Criteria for participation in employer sponsored courses shall be established by the Joint Education and Training Committee pursuant to Clause 20.2 (Joint Education and Training Committee).
- (c) Approval or disapproval of participation shall be given by the Employer within 14 days of receipt of the employee's request. If the request is not approved, the employee shall have the right to appeal that decision to the Joint Education and Training Committee.
- (d) Leave for taking employer sponsored courses shall be with pay. The Employer shall bear the full cost of the course. The Employer shall also reimburse the employee for their travelling expenses where applicable.

#### **20.5 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer except where leave to take the course has been granted without pay.

#### **20.6 General Skill Upgrading**

It is the intent of this clause that employees shall be encouraged through the granting of leave and provision of allowance to enroll in programs which will enable them to acquire additional skills.

#### **20.7 Child Care Expenses for Education Leave and Employer Sponsored Course Leave**

When on leave with pay pursuant to Clause 20.3 (Education Leaves and Allowances) or Clause 20.4 (Leave for Employer-Sponsored Courses), the Employer agrees to cover the costs of receipted child care expenses incurred outside of the employee's regular workday.

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

#### **21.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other Statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

#### **21.2 WorkSafeBC Coverage**

The Employer shall maintain WorkSafeBC coverage for the employees in the bargaining unit.

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

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended to the Employer by the Joint Occupational Health and Safety (JOHS) Committee. Membership of the JOHS Committee will be in accordance with the regulations made pursuant to the *Workers Compensation Act*. The JOHS Committee will meet at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

- (b) The JOHS Committee shall be notified of each accident or injury and shall investigate and report to the BCGEU President or their designate and Employer on the nature and cause of the accident or injury.
- (c) The Employer agrees to provide the JOHS Committee with four months' notice of plans to put into operation any equipment which may significantly affect the workplace environment.
- (d) The JOHS Committee shall also recommend guidelines and policies regarding the workplace environment, including heat, air-conditioning, air quality, illumination and ergonomics. The Committee may undertake studies to monitor the workplace environment and investigate complaints received from employees.
- (e) Worker representatives on the JOHS Committee shall be released from their regular duties for, and suffer no loss of pay as a result of time spent in, carrying out their Committee duties. Travel costs for committee members to attend meetings, training or conduct investigations shall be borne by the Employer.
- (f) All minutes of the JOHS Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.

#### **21.4 Unsafe Work Conditions**

- (a) An employee may exercise their right to refuse to do unsafe work in accordance with the Occupational Health and Safety Regulation.
- (b) An employee shall not be subject to discriminatory or disciplinary action for exercising their right under (a) above.

#### **21.5 Injury Pay Provision**

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 shift without deduction from sick leave.

#### **21.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **21.7 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations, including travel between worksites, employees may be at risk of physical violence or verbal abuse from clients, including persons in care or custody, or the public.
- (b) Where such potential exists:
  - (1) employees at these worksites or in those work situations shall receive training in the recognition and management of such incidents; and
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The local JOHS Committee or union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

- (d) Employees shall be informed by their supervisor concerning the potential for physical violence or verbal abuse from a client, including a person in care or custody, or another member of the public.
- (e) Immediate critical incident stress debriefing and post-traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

## ARTICLE 22 - HEALTH AND WELFARE

### 22.1 Basic Medical Insurance

If the provincial government reinstates premiums for Medical Services Plan (MSP) or equivalent basic medical plan, all regular employees may choose to be covered by the plan, and the Employer will pay 100% of the regular premium for all such employees and their dependents including spouses.

### 22.2 Extended Health Care

The Employer will maintain in good standing the Extended Health Care Plan which is in existence at the time of this agreement for which the Employer shall pay 100% of the monthly premium for all regular employees and their dependents including spouses. The employee shall pay a \$75 deductible per family per year. An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes six continuous months of employment.

### 22.3 Dental Plan

The Employer agrees to pay the dental premiums necessary to provide 100% of the carrier's scheduled coverage negotiated with the College of Dentists and Surgeons for "*Basic Procedures*", 60% coverage for "*Restorative Procedures*", 50% coverage for "*Orthodontic Procedures*", to a lifetime maximum of \$3,000 per patient for all regular employees and their dependents including spouses. An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes six continuous months of employment, and successfully completes their probation period. Effective April 1, 2022, coverage for "*Orthodontic Procedures*" shall be 55% to a lifetime maximum of \$3500 per patient.

### 22.4 Group Life and Long-Term Disability

- (a) Employees shall be covered by a mutually agreeable Group Life and Long-Term Disability (LTD) Plan for which the Employer shall pay 100% of the monthly premium. The Group Life Plan shall have benefits equivalent to three times an employee's annual salary.
- (b) Employees shall be entitled to coverage pursuant to Clause 22.4(a) while on LTD. Employees shall be entitled to coverage pursuant to Clauses 22.1 (Basic Medical Insurance), 22.2 (Extended Health Care), 22.3 (Dental Plan), 22.4(e) and 22.4(f) during the first two years that they are on LTD.
- (c) Monthly benefit levels shall be equal to the sum of:
  - (1) 70% of the first \$2500 of monthly earnings; and
  - (2) 50% of the monthly earnings above \$2500 to a maximum monthly benefit of \$3000.
- (d) Any member going on LTD will have a cost-of-living adjustment, not to exceed 5%, as measured by Statistics Canada for British Columbia, after a continuous period of 60 months' total disability beyond the completion of the waiting period and every five years thereafter.

(e) The Group Life Plan shall include the following provisions for accidental death or dismemberment:

(1)	loss of life (in addition to coverage provided under [a]) .....	Principal Sum
(2)	loss of both hands or both feet .....	Principal Sum
(3)	loss of sight of both eyes .....	Principal Sum
(4)	loss of one hand and one foot .....	Principal Sum
(5)	loss of one hand and one foot and sight of one eye .....	Principal Sum
(6)	loss of one hand or one foot.....	$\frac{2}{3}$ Principal Sum
(7)	loss of sight of one eye .....	$\frac{2}{3}$ Principal Sum
(8)	loss of one arm or one leg .....	$\frac{3}{4}$ Principal Sum
(9)	loss of thumb and index finger of one hand.....	$\frac{1}{3}$ Principal Sum
(10)	loss of speech and hearing.....	Principal Sum
(11)	loss of speech or hearing .....	$\frac{1}{2}$ Principal Sum
(12)	loss of hearing in one ear.....	$\frac{1}{6}$ Principal Sum
(13)	loss of use of both arms or both hands .....	Principal Sum
(14)	loss of use of both legs .....	Principal Sum
(15)	loss of one arm.....	$\frac{3}{4}$ Principal Sum
(16)	loss of use of one hand .....	$\frac{2}{3}$ Principal Sum

(f) In addition to the Group Life Plan and the Long-Term Disability Plan, the Employer shall also maintain an insurance plan which provides for an additional death benefit of \$100,000 where the employee's death resulted from an air travel accident while on Employer's business.

(g) Upon recovery within two years of the date on which an employee became eligible for LTD, the employee shall be entitled to return to their former position or a position of equal rank and basic pay. Thereafter, they shall be considered to be on recall and shall remain eligible for recall for a period of one year.

(h) An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes six continuous months of employment.

## 22.5 Medical Examination

Where the Employer requires an employee to submit to a medical examination it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Clause 17.3 (Application for Sick Leave).

## 22.6 Employee Assistance Program

The Employer shall provide an employee assistance program. Any change to the current program shall be subject to negotiations between the parties.

## 22.7 Pensions

The Employer will continue its enrollment and participation in the Municipal Pension Plan. Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan Rules.

## 22.8 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually-agreed between the parties.

*\*see Memorandum of Understanding #5 regarding Clause 22.8 (Legislative Changes) for clarity on the application of this clause*

### **22.9 Limitation of Liability**

The Employer's liability under Clause 22.4 (Group Life and Long-Term Disability) is limited to the payment of the applicable premiums. The Employer is not the insurer. Clause 22.4 (Group Life and Long-Term Disability) is subject to the terms and conditions of the Plan.

### **22.10 Part-Time Employees**

The Employer shall provide full benefits under Article 22 (Health and Welfare) to all regular part-time employees working at least a 0.6 full-time equivalent (21 hours per week).

### **22.11 Market Limitations**

All benefits provided for are subject to market limitations. Where a market limitation arises, the parties will negotiate a reallocation of the expense, either to enhance an existing benefit or add a new benefit, to replace the one so limited.

### **22.12 Change in Carrier**

In the event the Employer intends to change any carriers, carrier selection shall be by mutual agreement, such agreement not to be unreasonably withheld. A change in carriers shall not result in any changes in the current level of health and welfare benefits.

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Definition**

"*Technological change*" means the introduction by an employer of a change in its work, undertaking, or business, or a change in its equipment or material from that equipment or material previously used by the Employer in its work, undertaking, or business, or a change in the manner in which an employer carries on its work, undertaking, or business, related to the introduction of that equipment or material.

### **23.2 Advance Notice**

The Employer shall give four months' notice to the Union of the intended technological change which is likely to affect the terms and conditions, or security, of employment of employees.

### **23.3 Collective Bargaining**

Within 14 days of the date of notice under Clause 23.2 (Advance Notice), the Union and the Employer shall commence collective bargaining for the purpose of reaching agreement as to the adjustment to the intended technological change.

### **23.4 Failure to Reach Agreement**

If the Union and the Employer fail to agree as to the adjustment to the intended technological change, the matter may be referred by either party to arbitration for determination.

### **23.5 Attrition Arrangements**

- (a) If by reason of any technological change,

- (1) the Employer is unable to provide work for any employee and additional knowledge and skill are not appropriate pursuant to Clause 23.7 (Training), or
  - (2) an employee cannot meet job requirements upon completion of the training period pursuant to Clause 23.7 (Training),
  - (3) the Employer shall pay lump sum severance pay.
- (b) In lieu of severance pay an employee who is laid off due to technological change may choose to exercise their rights as outlined in Article 12 (Layoff, Severance & Recall).
- (c) Severance pay shall be determined on the same basis as outlined in Article 12.4(d).
- (d) Should employees be laid off without notice required by Article 12 (Layoff, Severance & Recall), they shall receive pay in lieu of notice additional to the severance pay required by this clause.

### **23.6 Income Protection**

An employee who is displaced from their job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the Job Posting procedures forming part of this agreement. An employee may not receive both severance pay and a training period for work at a new position.

### **23.7 Training**

Where technological change may require additional knowledge and skill on the part of the employee, such employees shall be given the opportunity to study, practise, and train to acquire the knowledge and skill necessary to retain their employment, provided the employee can qualify for the new position within a reasonable training period. The Employer agrees to pay the employee at their prevailing rate of pay during each training period.

### **23.8 New Employees**

No additional employees shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

## **ARTICLE 24 - PROMOTIONS AND STAFF CHANGES**

### **24.1 Job Postings**

- (a) Where a vacancy occurs or a new position is created inside the bargaining unit, and there are no employees eligible for recall as defined in Clause 12.2 (Recall), the Employer shall notify the Union in writing and post notice of the position for a minimum of one week so that all members will know about the vacancy or new position. If the posting is not made available to an office at least one week prior to the closing, the steward shall notify the Employer and the closing date shall be extended for up to one week beyond the original closing date.
- (b) Vacancies of a temporary nature which are known to exceed six months shall be posted within 30 days.
- (c) For temporary vacancies of less than six months, all qualified regular employees will be canvassed for their interest in the secondment or substitution opportunity.

- (d) Regular employees who substitute or are seconded into another position will have their former position protected.
- (e) When a new job class is created within the bargaining unit, its placement on the salary scale in Appendix I (Rates of Pay) shall be in accordance with procedures outlined in the Joint Job Evaluation Manual in Appendix V (Joint Job Evaluation Manual).
- (f) The provisions of Article 12 (Layoff and Recall) shall take precedence over the terms of this clause.

#### **24.2 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift including if a modified workweek schedule is in effect, job class, salary and range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*Members of equity-seeking groups are encouraged to apply.*"

#### **24.3 Outside Advertising and Appointment Policy**

- (a) Except for Clause (d), vacancies for all positions in the bargaining unit may be advertised externally at the same time as internally.
- (b) Positions will be awarded on the basis of qualifications as determined by the Employer. The factors used to determine qualification shall be education, skills, knowledge, experience and years of continuous employment with the Employer.
- (c) In the event that the qualifications of the external and internal applicants for a given position are similar, priority in appointment shall be given to the internal applicant.
- (d) Members of the bargaining unit shall have prior right to apply and compete for positions as paralegals, as they arise in the bargaining unit, prior to such positions being advertised outside the organization.

#### **24.4 Interview Expenses**

- (a) An in-service applicant with at least four years of seniority, who applies for a posted position and who is not on leave of absence without pay, shall have their authorized expenses paid for attending at a panel interview outside their geographic location, as defined in Appendix III (Geographic Locations).
- (b) Where a person as described in (a) has been called for a panel interview on their regularly scheduled workday, they shall be granted a leave of absence at their basic pay.
- (c) An employee who has been called for a panel interview under (a) shall notify their supervisor as soon as they are notified of their scheduled attendance at the interview.

#### **24.5 Probation for Newly-Hired Employees**

- (a) The Employer may reject any probationary employee for just cause. Any rejection during probation shall not be considered a dismissal for the purpose of Clause 10.2 (Dismissal and Suspension) of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period shall be six months or may be extended up to a maximum of three additional months by mutual agreement between the Union and the Employer.



(b) When an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 8 (Grievances) of this agreement commencing at Step 3.

(c) A probationary employee who competes for a promotion, lateral move or demotion and is the successful candidate for the position shall serve a full six-month probationary period in their new position.

#### **24.6 Transfers**

It is understood by the parties that the employees shall not be required to transfer from one geographic location as set out in Appendix III (Geographic Locations) to another against their will.

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

The parties hereto agree that promotion shall be on the basis of qualification and seniority; in the event that applicants for a given position are similarly qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.

#### **24.8 Trial Period**

If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on trial for a period of three months. Conditional on satisfactory service, the Employee shall be confirmed in the position after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or the Employee is unable to perform the duties of the new position, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. The trial period may be waived or extended up to a maximum of three additional months by mutual agreement between the Union and the Employer.

#### **24.9 Local Union Observer**

The President of the Union or designate may sit as an observer on a selection committee for posted positions within the bargaining unit.

#### **24.10 Notification to Employee and the Union**

(a) Within seven calendar days of the date of appointment to a vacant position within the bargaining unit and before the appointment is announced, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.

If the successful applicant is from outside the bargaining unit, each applicant from within the bargaining unit will receive either the name of the successful applicant or a summary of the successful applicant's qualifications, skills and experience.

(b) Upon request, unsuccessful applicants from within the bargaining unit shall be given the reasons why they were unsuccessful by personal interview with a member of the selection panel. Upon further request the applicants shall be supplied, within seven days, with the reasons in writing. The Union shall be notified of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment.

**24.11 Right to Grieve**

- (a) An employee may grieve the decision of the Employer at Step 3 of the grievance procedure in Article 8 (Grievances), within 21 working days of being notified of the decision on promotion, demotion or transfer.
- (b) Where a grievance has been filed under this section, no permanent transfers or placements related to the position in question shall be made until the grievance is resolved.
- (c) Time limits under this clause may be extended by mutual agreement, but the same must be in writing.

**24.12 Employment of Students**

The parties agree that the Employer shall be entitled to employ students from time to time, through programs including government grants made available for that purpose, on the following conditions:

- (a) The student shall be considered to be a member of the bargaining unit except where the student is on an institution supervised unpaid practicum assignment.
- (b) The duration of the student's employment shall not exceed four months.
- (c) Where a student is hired to carry out the principal duties of an existing position, the student shall be classified in accordance with that position and paid according to the rate established for a probationary employee filling that position. Students filling other positions will be paid at the appropriate rate in Appendix I (Rates of Pay) as determined through the joint job evaluation process.
- (d) The Employer agrees not to assign work to a student which would result in the layoff of an employee, or would allow the Employer to keep an existing position vacant.
- (e) Notwithstanding any contrary provision in Article 27(Casual Employees), the parties agree that students employed according to this clause will be considered casual employees but will not accumulate seniority credits.

**24.13 Job Sharing**

The parties agree to the following plan to allow job sharing:

- (a) Job sharing agreements must be by mutual consent of the parties.
- (b) Instituting a job sharing unit must be on a voluntary basis by the present incumbent. The other member of the unit will be determined by the Employer with a primary consideration being compatibility. It is understood that job sharing units will not necessarily be posted and any employee seeking to be involved must make their interest known in writing to the Employer.
- (c) The two incumbents of the job sharing unit must share wages, benefits and conditions as provided by the collective agreement to a combined maximum as if one employee occupied the position. Sharing of the benefits provided by Clauses 22.1 (Basic Medical Insurance), 22.2 (Extended Health Care), 22.3 (Dental Plan), and 22.4 (Group Life and Long-Term Disability) shall be as follows:
  - (1) If either incumbent regularly works at least 20 hours per week, they shall be entitled to those benefits. The other incumbent shall not be entitled to any such benefits or any payment in lieu.

- (2) If either incumbent regularly works hours in addition to their job share for a combined total of at least 20 hours per week, they shall be entitled to these benefits.
- (3) If neither incumbent regularly works at least 20 hours per week, each incumbent shall receive as additional salary a prorated share of the costs of those benefits for a continuous full time employee in lieu of those benefits.
- (d) There must be no extra cost to the Employer as a result of a job sharing unit.
- (e) The scheduling for a job sharing unit must be done at the local level and the number of hours must average for the two employees to half time on a monthly basis.
- (f) Where one incumbent is absent (sick, leave, vacation) the other member of that unit shall make every reasonable effort to cover such absence by working full-time.
- (g) *Discontinuing*
- (1) The job sharing unit may be discontinued by the Employer or by mutual agreement of the two incumbents.
- (2) 30 days' notice of discontinuance must be given by the Employer or the two incumbents.
- (h) *Upon Termination*
- (1) If the job sharing unit is terminated, the employee with the greater service seniority will be given the opportunity to work full-time. They have one week to exercise their option under this provision. If they accept, the lesser service incumbent will be immediately subject to the layoff and bumping provisions of this agreement, excluding severance (Clause 12.1[c][4]).
- (2) If the incumbent with the greater service seniority refuses to accept the full-time position:
- (i) they shall be laid off, subject to Article 12 (Layoff, Severance & Recall), excluding severance (Clause 12.1[c][4]), as modified by this clause, and
- (ii) the lesser seniority incumbent shall be offered the position to work full-time in that position. They have one week to exercise their option under this provision.
- (3) In the event that neither of the incumbents wish the full-time position, both incumbents shall be laid off, subject to Article 12 (Layoff, Severance & Recall), excluding severance (Clause 12.1[c][4]), as modified by this clause.
- (4) Notwithstanding Clause 12.4 (Advance Notice and Severance), all employees, regardless of years of service seniority are entitled to 30 days' notice of layoff, if they do not accept the full-time position created as a result of the termination of the job share unit. Notice of layoff shall be deemed to have been given at the expiration of the one week option under (h)(1) of this clause.
- (5) Job sharing is not entitled to severance (Clause 12.1[c][4]).

## ARTICLE 25 - JOINT JOB EVALUATION

### 25.1 Joint Job Evaluation Plan

- (a) The parties agree that the Gender Neutral Job Evaluation Plan developed by the Province of British Columbia and the B.C. General Employees' Union, as modified, is the Plan agreed to for Pay Equity/Job Evaluation for employees in the bargaining unit.
- (b) There will be 21 Job Class levels and the rating point bands will be in 43 point increments starting with a point scale range of zero 171 in Job Class 1. Job Class 2 will have a point scale range of 172 to 214 and the remaining points will progress upwards by increments of 43 points to Job Class 21. The full band scale, and step progression intervals will be as in Appendix I (Rates of Pay). Additional Job Class levels beyond 21 are as a result of labour market adjustments as outlined in MOU #2: (Recruitment, Retention & Wage Comparability).
- (c) Each job class will have a five step salary scale.
- (d) The gender neutral Joint Job Evaluation Manual for job description and classification is contained in a separate booklet and is appended to this agreement as Appendix V (Joint Job Evaluation Manual). Its provisions, which may be amended from time to time by mutual agreement of the Employer and the Union, shall apply as if set forth in full herein.
- (e) The Manual explains the preamble, purpose, definitions and the 13 factors for classifying positions, the agreed methods for describing and classifying the job, applying the job descriptions and job classes, maintaining the job descriptions and job classes and adjudicating disputes.

### 25.2 Joint Job Evaluation Committee

- (a) All job evaluation and classification matters will be discussed by the Joint Job Evaluation Committee. Matters which cannot be resolved will follow the procedure for dispute resolution outlined in the Manual identified in Clause 25.1(d).
- (b) The Joint Job Evaluation Committee shall be comprised of an equal number of representatives of the Employer and the Union.
- (c) The Committee shall be supplied with all the documentation, existing classifications and job descriptions as well as any other information relating to job evaluation, either existing or proposed.

### 25.3 Salary/Wage Scale

The salary/wage scale, job classes and the salary/wage rates shall be as set forth in Appendices I (Rates of Pay) and II (Job Grades) attached hereto and forming part of this agreement.

### 25.4 Job Classification/Reclassification

- (a) Positions classified under the Manual have been jointly analyzed and discussed by the Joint Job Evaluation Committee. The Committee has the responsibility to arrive at an agreement on each position's job evaluation and reasons for classification. The signatures of the committee co-chairs confirm their agreement on each job classification. These decisions are arrived at jointly or with the assistance of a mutually-agreed upon third party.
- (b) Where the Employer establishes a new position, the Committee will describe and classify the new position in accordance with the provisions of the Manual and a rate of pay in accordance with the salary scale and provisions of Appendix I (Rates of Pay).

- (c) When a new job class is created that is not included in the current Appendix I (Rates of Pay), the bargaining Principals of the Employer and the Union will meet to reach a mutual agreement as to the salary range that will be assigned to the new job class.
- (d) Where there have been substantial duties added or deleted from an existing position, the Committee will review the classification of the position in accordance with the provisions of the Manual.
- (e) Should the Joint Job Evaluation Committee be unable to reach agreement on a job description, classification or reclassification, they will obtain a binding decision by adjudicating the dispute before the mutually-agreed upon Referee under the provisions of the Manual.

### **25.5 Job Evaluation Consultants**

Nothing in this agreement shall be interpreted as barring either party to this agreement from engaging consultants and/or advisors as representatives of either party to the Joint Job Evaluation Committee.

### **25.6 No Reduction in Wages**

No employee shall have their wages reduced because of any job evaluation program.

### **25.7 Employee Request for Job Description**

On request from an employee, the Employer shall, within a reasonable time, supply the employee with a description of their current duties. The parties recognize the value of consultation between the Employer and the employee affected in describing and changing their duties.

## **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

### **26.1 Equal Pay**

The Employer shall not discriminate on the basis of any of the prohibited grounds in the *Human Rights Code* by employing a person for any work at a rate of pay that is less than the rate of pay at which another person is employed for the same or substantially the same work.

### **26.2 Paydays**

- (a) Employees shall be paid biweekly. When a payday falls on an employee's day of rest, the Employer agrees to issue the employee's paycheque after 3:30 p.m. on the last scheduled shift prior to the payday.
- (b) When a holiday falls on a regular payday the employee's paycheque shall be issued on the last scheduled shift prior to the payday.
- (c) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.

### **26.3 Rates of Pay**

- (a) Employees shall be paid in accordance with Appendix I (Rates of Pay).
- (b) New regular employees shall be paid at the first step of the job class for the position they were hired and shall move through the steps at the increment periods as set out in Appendix I (Rates of Pay), except as outlined in Clause 26.3(c).

- (c) Credit for additional years of relevant experience will be given as outlined below:
- Job Class 1 to 3 - one additional step for every additional six months of relevant experience.
  - Job Class 4 to 7 - one additional step for every additional nine months of relevant experience.
  - Job Class 8 to 21 - one additional step for every additional 12 months of relevant experience.
- (d) Rate of pay for the supervisor shall be not less than one step above the maximum step in the range of the highest rated supervised position.

#### **26.4 Substitution Pay**

When an employee substitutes in, or performs the principal duties of a higher paying position, they shall be paid at the step in the higher job classification which represents a minimum of 8% increase in salary from their own job. Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the job description.

#### **26.5 Rate of Pay on Promotion**

- (a) Upon promotion to a higher job classification, an employee's salary rate will be the step in the higher job classification which represents a minimum of 8% increase in salary from their own job. Progression from step to step in the new job classification will be in accordance with the normal progression for the job classification as outlined in Appendix I (Rates of Pay) and will be calculated from the effective date of the promotion.
- (b) Where an employee performs a term greater than six months, and then serves another term in the same position with a break of less than three months, then the time worked shall be considered cumulative towards calculation of increment.

#### **26.6 Rate of Pay on Reclassification**

Upon reclassification of an employee's own position to a higher job classification, the employee's salary rate will be the step in the higher job classification which is a minimum of 8% increase in salary from their own job. Progression from step to step in the changed job classification will continue on the original schedule. Where the increase falls equally between steps the rate shall be the highest step.

#### **26.7 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

#### **26.8 Salary Protection**

- (a) An employee shall not have their salary reduced by reason of:
- (1) a change in the classification of their position; or
  - (2) placement in another position with a lower maximum salary that is caused other than by the employee.
- (b) The employee shall not receive negotiated salary increases until the salary of their new classification equals or exceeds the salary which the employee is receiving.

- (c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of their classification, i.e., at the 100% salary rate for the classification.
- (d) That employee shall receive the full negotiated salary increases for the new classification thereafter.
- (e) Such changes in classification or placement made pursuant to Article 12 (Layoff, Severance & Recall) and/or Clause 28.7 (Reorganization) are also covered by this clause.
- (f) Employees who receive salary protection pursuant to paragraph (a) or (e) above, shall be entitled to apply for other positions with the Employer pursuant to Article 24 (Promotions and Staff Changes). If the employee is the successful applicant for such a position, they shall maintain their salary protection and the provisions of (b) and (c) above will continue to apply so long as the new position is at a higher classification than their current position. In the event that the employee applies for a position at a lower classification than their current position, then the employee shall lose the salary protection provided under this clause.

#### 26.9 Vehicle Allowance

- (a) Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) The allowance shall cover mileage to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.
- (c) The mileage rate shall be equal to the Canada Revenue Agency Reasonable Per-Kilometre Allowance Rates:

<b>April 1, 2023</b>
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61¢ per km
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- (d) The Employer agrees to pay the deductible portion of insurance for any claim arising out of an accident which occurs while an employee is required to use their own vehicle in the performance of their duties.
- (e) Ownership of a personal vehicle shall not be a condition of employment.
- (f) An employee who is in a position designated by LABC to travel in excess of six days per month per insurance year on business shall, subject to the prior approval of the Director of Human Resources or designate, be reimbursed upon presentation of appropriate receipts and documents, 100% of the annual incremental cost based on Safe Drivers Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School).

#### 26.10 Meal Allowances

Where meals are provided, no claim for meal allowances shall be accepted. Employees on travel status shall be entitled to meal allowance. Meal Allowance shall be paid at the following rates, and receipts are not required:

	April 1, 2023	July 1, 2024	April 1, 2025
Breakfast	\$13.42	\$14.33	\$14.62
Lunch	\$15.49	\$16.54	\$16.87
Dinner	\$26.84	\$28.65	\$29.22
Total	\$55.75	\$59.52	\$60.71

### 26.11 Transportation for Employees

The Employer agrees to pay the cost of taxi transportation of any employee required to travel to or from their home during the hours of 8:00 p.m. and 7:00 a.m. Any employee who lives more than 10 km from the worksite and who does not have their own transportation is responsible for notifying the supervisor of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

### 26.12 Cash Policy

Employees who handle cash funds will not be penalized financially for cash errors, provided the errors are of an accidental or clerical nature; deficits that result from failure to regard and follow policy directives from the Employer may render an employee subject to normal disciplinary measures.

### 26.13 Upgrading Qualifications

Where the Employer requires an employee to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

### 26.14 Relocation Expenses

Employees who move from one geographic location to another shall be entitled to receive expenses in accordance with Appendix IV (Relocation Expenses).

### 26.15 Long Service Employees

The Employer will pay to all employees within the bargaining unit who have achieved 15 years' service seniority, a one-time only lump sum bonus equivalent to 5% of their gross regular salary earned in the preceding 12 months.

### 26.16 First Aid Premium

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

Status/Level	Full-Time Employees	Effective July 1, 2020 Full-Time Employees
OFA Level I	\$60 per month	\$65 per month
OFA Level II	\$76 per month	\$85 per month

The Employer will pay course fees for the OFA Level I and/or II course and recertification for employees who are required to have such certification and time off with pay to attend training.



**ARTICLE 27 - CASUAL EMPLOYEES****27.1 Wage Rate**

Casual employees shall be paid at the first step of the salary scale for the job class into which they are hired in accordance with the rates of pay negotiated by the parties to this agreement, except as outlined in Article 26.3(c).

**27.2 Health and Welfare**

In lieu of benefits under Article 22 (Health and Welfare), casual employees shall receive an additional hourly rate which shall be equivalent to the cost of basic medical and group life insurance for regular employees.

**27.3 Annual Vacation**

Casual employees shall not be entitled to accumulate vacation credits or sick leave credits, but shall be paid the equivalent of 8% of their earnings in lieu of vacation credits.

**27.4 Appointment**

A casual employee shall receive a letter of appointment clearly stating the employment status, rate of pay and expected duration of employment. A copy of the letter of appointment shall be forwarded to the bargaining unit Chair.

**27.5 Notification**

A mutually-agreed-upon contact period shall be established at the local level. It is the responsibility of the casual employee to provide the Employer with a current phone number.

**27.6 Casual Seniority**

- (a) The Employer shall maintain a seniority list showing the date of first hire, last appointment date, present classification and total days and hours worked. A copy of this list shall be forwarded to the Union on February 1<sup>st</sup> of each year.
- (b) A casual employee who has worked in excess of 304.5 hours within any fiscal year shall accumulate seniority as a casual employee in that office.
- (c) Casual employees who become regular employees shall be credited with all seniority accrued as a casual.

**27.7 Loss of Seniority**

A casual employee will lose their casual seniority when:

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are not called in for casual employment for more than 12 months;
- (d) they become a regular employee.

**27.8 Layoff and Recall**

- (a) Recall to casual employment shall be in order of seniority in the office in which the seniority was accumulated, provided that the casual employee has the necessary ability, qualifications and experience for the job.
- (b) Casual employees shall not have the benefit of layoff and recall provisions of Article 12 (Layoff, Severance & Recall). These employees shall cease employment at the end of their fixed term of employment.
- (c) The Employer shall notify casual employees who are to be laid off prior to the end of their employment assignment two weeks before the date of layoff or provide two weeks' pay in lieu of notice.

**27.9 Conversion to Regular Status**

Casual employees who have worked 1827 hours in a 15-month period and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

**27.10 Applying on Regular Vacancies**

Casual employees shall have the right to apply for any vacant position of a regular nature. In the event that the qualifications of external and internal casual applicants for a given position are similar, priority in appointment shall be given to the internal casual employee.

**27.11 Time Spent in Casual Employment by Regular Employees**

Regular employees who work in a casual capacity due to a layoff per Articles 12 (Layoff, Severance & Recall) and 23 (Technological Change) and Clause 28.7 (Reorganization) shall be credited service seniority pursuant to Article 11 (Seniority) upon recall or posting into a regular position.

**27.12 Probationary Period**

If a casual employee is the successful candidate in a competition for a regular position, the employee will be on probation as outlined in Clause 24.5 (Probation for Newly Hired Employees).

**27.13 Salary Protection**

Clause 26.7 (Pay on Temporary Assignment) extends to new employees hired longer than six months, except if they are replacing regular employees who have been granted a leave of absence.

**27.14 Part-Time Regular Employees**

- (a) Regular part-time employees may register to work additional casual hours in their own office in positions where they possess the necessary ability, qualifications and experience.
- (b) Casual work shall be shared between available regular part-time employees and available casual employees, taking into account operational requirements and relative seniority.

## ARTICLE 28 - GENERAL CONDITIONS

### 28.1 Parking

The Employer agrees to pay parking costs on behalf of an employee required to have their vehicle at work for use in the performance of their duties.

### 28.2 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### 28.3 Indemnity

Except where a joint union-employer committee consider that there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a Judgement against the Employer. If the Union and the Employer cannot agree as to whether there has been a flagrant or wilful negligence, either party may put the matter to arbitration. The Employer agrees to pay any Judgement against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings.

### 28.4 Political Activity

#### (a) *Municipal or Regional District and School Board Offices*

Employees may seek election to municipal or regional district or school board offices provided that the duties of the municipal or regional district or school board office other than regular council or board meetings do not impinge on normal working hours as an employee of the Legal Services Society of British Columbia.

#### (b) *Federal, Provincial and Indigenous Government Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall upon request be granted leave without pay in accordance with Clause 18.3 (Full-Time Union, Public or Indigenous Duties) to engage in the election campaign. If elected, the employee shall be granted leave of absence. If not elected, the employee shall be allowed to return to their former position.

### 28.5 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the Employer shall print sufficient copies of this agreement for distribution to the employees.

### 28.6 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

## **28.7 Reorganization**

The parties agree that where there is a major reorganization/restructuring which results in redundancy, relocation or layoff, it shall be implemented in accordance with the following principles:

- (a) The Employer agrees to give the President of the Union or designate, and the bargaining unit Chair reasonable advance notice of a reorganization within the Legal Services Society which will affect employees within the bargaining unit.
- (b) Within five days of giving notice, and upon request, the Employer agrees to consult first with the Joint Standing Committee and then with the employees involved for the purpose of discussing the implications of such changes prior to the implementation of same.
- (c) Where a position has been identified by the Employer as one which will be affected by the reorganization, the incumbent(s) will be advised in writing by the Employer.
- (d) When any reorganization is planned, all positions covered by this agreement affected by the reorganization will be reviewed and graded by the Joint Job Evaluation Committee before reorganization is implemented.

## **28.8 Personal Duties**

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or the Employer may take the matter to the Joint Standing Committee which will attempt to resolve the dispute.

## **28.9 Public Transportation on Employer Business**

When an employee is required to take a taxi or use public transportation on employer business the Employer shall bear the full cost of the trip.

## **28.10 Personal Charge Accounts**

No employee shall be required to have or use any personal charge account for the purpose of carrying out the Employer's business.

## **28.11 Travel Advance**

An employee required to travel more than 20 kilometres from their worksite on Employer business may request and shall be entitled to receive a travel advance sufficient to cover the estimated amount of claimable expenses.

## **28.12 Expense Form**

Expenses, claims and accounting of advances accompanied by appropriate receipts shall be completed by employees on a form provided by the Employer for this purpose. Expenses shall be submitted by the employee no later than 30 days from when they were incurred.

## **28.13 Travel Accounts**

Wherever reasonable and practicable, the Employer agrees to arrange for business accounts to be opened with appropriate transportation companies, hotels and other agencies, to reduce the necessity of staff carrying with them large quantities of cash while travelling on employer business.

**28.14 Volunteers**

The Employer agrees not to assign work to volunteers if such assignment would result in the layoff of an employee, or would allow the Employer to keep an existing position vacant.

**28.15 ICBC Claims**

Employees who are reimbursed for lost wages by ICBC shall have the option of requesting that ICBC submit said payment to the Employer and the Employer will re-credit the employee's sick leave bank.

**28.16 Key Word Index**

The parties agree to include a key word index in the collective agreement.

**ARTICLE 29 - TERM OF AGREEMENT****29.1 Duration**

This agreement shall be binding and remain in effect to midnight, March 31, 2026.

**29.2 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 December 1, 2025.
- (b) Where no notice is given by either party by midnight on January 1, 2025, both parties shall be deemed to have been given notice under this clause on January 1, 2025, and thereupon Clause 29.3 (Commencement of Bargaining) applies.
- (c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Chairperson of the Board of Directors.

**29.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 29.2 (Notice to Bargain), the parties shall, within 10 days after the notice was given, commence collective bargaining.

**29.4 Changes in Agreement**

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

**29.5 Effective Date of Agreement**

Unless otherwise specified, the provisions of the agreement shall come into full force and effect on the date of ratification.

**29.6 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining, until such time as a lawful strike or lawful lockout commences.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Allan P. Seckel, KC  
Chair, Board of Directors

\_\_\_\_\_  
Natasha Dawes  
Chair, Bargaining Committee

\_\_\_\_\_  
Michael J. Bryant  
Chief Executive Officer

\_\_\_\_\_  
Libby Kelly  
Bargaining Committee

\_\_\_\_\_  
Sylvia Gara  
Senior Human Resources Advisor

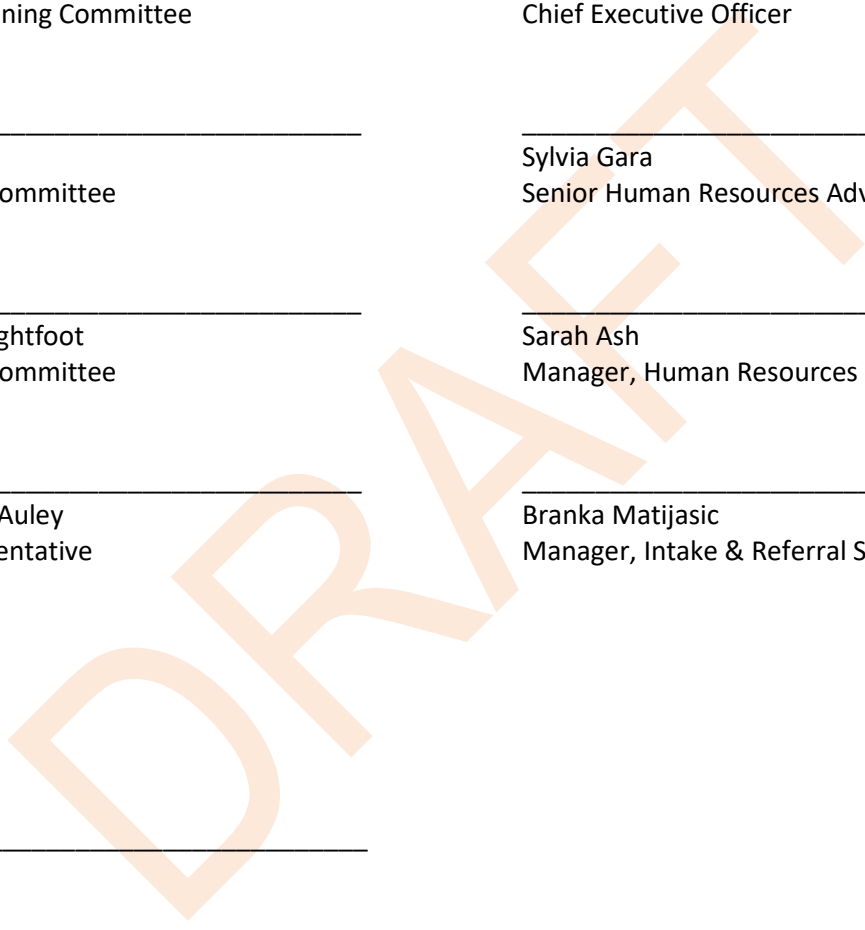
\_\_\_\_\_  
Stephanie Lightfoot  
Bargaining Committee

\_\_\_\_\_  
Sarah Ash  
Manager, Human Resources

\_\_\_\_\_  
Michelle McAuley  
Staff Representative

\_\_\_\_\_  
Branka Matijasic  
Manager, Intake & Referral Services

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



**APPENDIX I  
Rates of Pay**

Retroactive pay will be paid within one month of ratification.

Salary schedule notes:

- Effective April 1, 2023 - a flat increase of 25¢ per hour plus 3.24%
- Effective April 1, 2024 - 6.75% (Note: Year 2 GWI is based on a recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)
- Effective April 1, 2025 - Increase rates of pay by the annualized average of BC CPI over 12 months starting on March 1, 2023 to a minimum of 2% and a maximum of 3%, subject to the COLA MOU.

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.

<b>BCGEU Salary Scale Effective April 1, 2023 25¢ + 3.24% Increase</b>								
<b>Job Class</b>	<b>Points</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Progression</b>
1 Biweekly Hourly	Up to 171	40,409	41,530	42,686	43,872	45,101	45,994	6 Months
		1,554.19	1,597.31	1,641.77	1,687.38	1,734.65	1,769.00	
		22.2027	22.8187	23.4538	24.1055	24.7808	25.2714	
2 Biweekly Hourly	172-214	41,513	42,667	43,858	45,084	46,348	47,266	6 Months
		1,596.65	1,641.04	1,686.85	1,734.00	1,782.62	1,817.92	
		22.8093	23.4434	24.0978	24.7714	25.4659	25.9703	
3 Biweekly Hourly	215-257	42,651	43,844	45,066	46,331	47,632	48,575	6 Months
		1,640.42	1,686.31	1,733.31	1,781.96	1,832.00	1,868.27	
		23.4346	24.0901	24.7615	25.4566	26.1714	26.6896	
4 Biweekly Hourly	258-300	43,823	45,051	46,316	47,614	48,956	49,928	9 Months
		1,685.50	1,732.73	1,781.38	1,831.31	1,882.92	1,920.31	
		24.0786	24.7533	25.4484	26.1615	26.8989	27.4330	
5 Biweekly Hourly	301-343	45,034	46,296	47,595	48,934	50,317	51,315	9 Months
		1,732.08	1,780.62	1,830.58	1,882.08	1,935.27	1,973.65	
		24.7440	25.4374	26.1511	26.8868	27.6467	28.1951	

BCGEU Salary Scale Effective April 1, 2023 25¢ + 3.24% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
6 Biweekly Hourly	344-386	46,276	47,580	48,917	50,297	51,721	52,746	9 Months
		1,779.85	1,830.00	1,881.42	1,934.50	1,989.27	2,028.69	
		25.4264	26.1429	26.8775	27.6357	28.4181	28.9813	
7 Biweekly Hourly	387-429	47,559	48,902	50,280	51,701	53,169	54,222	9 Months
		1,829.19	1,880.85	1,933.85	1,988.50	2,044.96	2,085.46	
		26.1313	26.8692	27.6264	28.4071	29.2137	29.7923	
8 Biweekly Hourly	430-472	48,897	50,276	51,696	53,166	54,672	55,758	12 Months
		1,880.65	1,933.69	1,988.31	2,044.85	2,102.77	2,144.54	
		26.8665	27.6242	28.4044	29.2121	30.0396	30.6363	
9 Biweekly Hourly	473-515	50,243	51,663	53,128	54,639	56,195	57,309	12 Months
		1,932.42	1,987.04	2,043.38	2,101.50	2,161.35	2,204.19	
		27.6060	28.3863	29.1912	30.0214	30.8764	31.4885	
10 Biweekly Hourly	516-558	51,699	53,169	54,677	56,236	57,838	58,986	12 Months
		1,988.42	2,044.96	2,102.96	2,162.92	2,224.54	2,268.69	
		28.4060	29.2137	30.0423	30.8989	31.7791	32.4099	
11 Biweekly Hourly	559-601	53,086	54,598	56,146	57,752	59,401	60,579	12 Months
		2,041.77	2,099.92	2,159.46	2,221.23	2,284.65	2,329.96	
		29.1681	29.9989	30.8495	31.7319	32.6379	33.2852	
12 Biweekly Hourly	602-644	54,574	56,126	57,731	59,377	61,077	62,290	12 Months
		2,099.00	2,158.69	2,220.42	2,283.73	2,349.12	2,395.77	
		29.9857	30.8385	31.7203	32.6247	33.5588	34.2253	
13 Biweekly Hourly	645-687	56,120	57,724	59,371	61,069	62,819	64,069	12 Months
		2,158.46	2,220.15	2,283.50	2,348.81	2,416.12	2,464.19	
		30.8352	31.7165	32.6214	33.5544	34.5159	35.2027	
14 Biweekly Hourly	688-730	57,685	59,334	61,032	62,784	64,588	65,870	12 Months
		2,218.65	2,282.08	2,347.38	2,414.77	2,484.15	2,533.46	
		31.6951	32.6011	33.5341	34.4967	35.4879	36.1923	



BCGEU Salary Scale Effective April 1, 2023 25¢ + 3.24% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
15 Biweekly Hourly	731-773	59,310	61,005	62,758	64,560	66,418	67,738	12 Months
		2,281.15	2,346.35	2,413.77	2,483.08	2,554.54	2,605.31	
		32.5879	33.5192	34.4824	35.4725	36.4934	37.2187	
16 Biweekly Hourly	774-816	60,984	62,733	64,536	66,391	68,307	69,664	12 Months
		2,345.54	2,412.81	2,482.15	2,553.50	2,627.19	2,679.38	
		33.5077	34.4687	35.4593	36.4786	37.5313	38.2769	
17 Biweekly Hourly	817-859	62,702	64,501	66,360	68,276	70,246	71,641	12 Months
		2,411.62	2,480.81	2,552.31	2,626.00	2,701.77	2,755.42	
		34.4516	35.4401	36.4615	37.5143	38.5967	39.3632	
18 Biweekly Hourly	860-902	64,472	66,327	68,239	70,210	72,238	73,675	12 Months
		2,479.69	2,551.04	2,624.58	2,700.38	2,778.38	2,833.65	
		35.4242	36.4434	37.4940	38.5769	39.6912	40.4808	
19 Biweekly Hourly	903-945	66,295	68,206	70,174	72,205	74,297	75,775	12 Months
		2,549.81	2,623.31	2,699.00	2,777.12	2,857.58	2,914.42	
		36.4258	37.4758	38.5571	39.6731	40.8225	41.6346	
20 Biweekly Hourly	946-988	68,171	70,142	72,171	74,257	76,416	77,934	12 Months
		2,621.96	2,697.77	2,775.81	2,856.04	2,939.08	2,997.46	
		37.4566	38.5396	39.6544	40.8005	41.9868	42.8209	
21 Biweekly Hourly	989+	70,105	72,134	74,223	76,378	78,598	80,161	12 Months
		2,696.35	2,774.38	2,854.73	2,937.62	3,023.00	3,083.12	
		38.5192	39.6341	40.7819	41.9659	43.1857	44.0445	
22 Biweekly Hourly		72,106	74,191	76,341	78,559	80,845	82,448	12 Months
		2,773.31	2,853.50	2,936.19	3,021.50	3,109.42	3,171.08	
		39.6187	40.7643	41.9456	43.1643	44.4203	45.3011	
23 Biweekly Hourly		74,161	76,307	78,522	80,802	83,155	84,808	12 Months
		2,852.35	2,934.88	3,020.08	3,107.77	3,198.27	3,261.85	
		40.7478	41.9269	43.1440	44.3967	45.6896	46.5978	

BCGEU Salary Scale Effective April 1, 2023 25¢ + 3.24% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
24 Biweekly Hourly		76,274	78,485	80,764	83,111	85,534	87,234	12 Months
		2,933.62	3,018.65	3,106.31	3,196.58	3,289.77	3,355.15	
		41.9088	43.1236	44.3758	45.6654	46.9967	47.9308	
25 Biweekly Hourly		78,452	80,725	83,074	85,491	87,980	89,729	12 Months
		3,017.38	3,104.81	3,195.15	3,288.12	3,383.85	3,451.12	
		43.1055	44.3544	45.6451	46.9731	48.3407	49.3016	
26 Biweekly Hourly		80,691	83,034	85,446	87,936	90,500	92,301	12 Months
		3,103.50	3,193.62	3,286.38	3,382.15	3,480.77	3,550.04	
		44.3357	45.6231	46.9484	48.3165	49.7253	50.7148	

BCGEU Salary Scale Effective April 1, 2024 6.75% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
1 Biweekly Hourly	Up to 171	43,137	44,333	45,567	46,833	48,145	49,099	6 Months
		1,659.12	1,705.12	1,752.58	1,801.27	1,851.73	1,888.42	
		23.7016	24.3588	25.0368	25.7324	26.4533	26.9775	
2 Biweekly Hourly	172-214	44,315	45,547	46,818	48,127	49,476	50,456	6 Months
		1,704.42	1,751.81	1,800.69	1,851.04	1,902.92	1,940.62	
		24.3489	25.0258	25.7242	26.4434	27.1846	27.7231	
3 Biweekly Hourly	215-257	45,530	46,803	48,108	49,458	50,847	51,854	6 Months
		1,751.15	1,800.12	1,850.31	1,902.23	1,955.65	1,994.38	
		25.0165	25.7159	26.4330	27.1747	27.9379	28.4912	
4 Biweekly Hourly	258-300	46,781	48,092	49,442	50,828	52,261	53,298	9 Months
		1,799.27	1,849.69	1,901.62	1,954.92	2,010.04	2,049.92	
		25.7038	26.4242	27.1659	27.9275	28.7148	29.2846	
5 Biweekly Hourly	301-343	48,074	49,421	50,808	52,237	53,713	54,779	9 Months
		1,849.00	1,900.81	1,954.15	2,009.12	2,065.88	2,106.88	
		26.4143	27.1544	27.9165	28.7016	29.5126	30.0984	

BCGEU Salary Scale Effective April 1, 2024 6.75% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
6 Biweekly Hourly	344-386	49,400	50,792	52,219	53,692	55,212	56,306	9 Months
		1,900.00	1,953.54	2,008.42	2,065.08	2,123.54	2,165.62	
		27.1429	27.9077	28.6918	29.5011	30.3363	30.9374	
7 Biweekly Hourly	387-429	50,769	52,203	53,674	55,191	56,758	57,882	9 Months
		1,952.65	2,007.81	2,064.38	2,122.73	2,183.00	2,226.23	
		27.8951	28.6830	29.4912	30.3247	31.1857	31.8033	
8 Biweekly Hourly	430-472	52,198	53,670	55,185	56,755	58,362	59,522	12 Months
		2,007.62	2,064.23	2,122.50	2,182.88	2,244.69	2,289.31	
		28.6802	29.4890	30.3214	31.1841	32.0670	32.7044	
9 Biweekly Hourly	473-515	53,634	55,150	56,714	58,327	59,988	61,177	12 Months
		2,062.85	2,121.15	2,181.31	2,243.35	2,307.23	2,352.96	
		29.4692	30.3022	31.1615	32.0478	32.9604	33.6137	
10 Biweekly Hourly	516-558	55,189	56,758	58,368	60,032	61,742	62,968	12 Months
		2,122.65	2,183.00	2,244.92	2,308.92	2,374.69	2,421.85	
		30.3236	31.1857	32.0703	32.9846	33.9242	34.5978	
11 Biweekly Hourly	559-601	56,669	58,283	59,936	61,650	63,411	64,668	12 Months
		2,179.58	2,241.65	2,305.23	2,371.15	2,438.88	2,487.23	
		31.1368	32.0236	32.9319	33.8736	34.8412	35.5319	
12 Biweekly Hourly	602-644	58,258	59,915	61,628	63,385	65,200	66,495	12 Months
		2,240.69	2,304.42	2,370.31	2,437.88	2,507.69	2,557.50	
		32.0099	32.9203	33.8615	34.8269	35.8242	36.5357	
13 Biweekly Hourly	645-687	59,908	61,620	63,379	65,191	67,059	68,394	12 Months
		2,304.15	2,370.00	2,437.65	2,507.35	2,579.19	2,630.54	
		32.9165	33.8571	34.8236	35.8192	36.8456	37.5791	
14 Biweekly Hourly	688-730	61,579	63,339	65,152	67,022	68,948	70,316	12 Months
		2,368.42	2,436.12	2,505.85	2,577.77	2,651.85	2,704.46	
		33.8346	34.8016	35.7978	36.8253	37.8835	38.6352	

BCGEU Salary Scale Effective April 1, 2024 6.75% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
15 Biweekly Hourly	731-773	63,313	65,123	66,994	68,918	70,901	72,310	12 Months
		2,435.12	2,504.73	2,576.69	2,650.69	2,726.96	2,781.15	
		34.7874	35.7819	36.8099	37.8670	38.9566	39.7308	
16 Biweekly Hourly	774-816	65,100	66,967	68,892	70,872	72,918	74,366	12 Months
		2,503.85	2,575.65	2,649.69	2,725.85	2,804.54	2,860.23	
		35.7692	36.7951	37.8527	38.9407	40.0648	40.8604	
17 Biweekly Hourly	817-859	66,934	68,855	70,839	72,885	74,988	76,477	12 Months
		2,574.38	2,648.27	2,724.58	2,803.27	2,884.15	2,941.42	
		36.7769	37.8324	38.9225	40.0467	41.2022	42.0203	
18 Biweekly Hourly	860-902	68,824	70,804	72,845	74,949	77,114	78,648	12 Months
		2,647.08	2,723.23	2,801.73	2,882.65	2,965.92	3,024.92	
		37.8154	38.9033	40.0247	41.1808	42.3703	43.2132	
19 Biweekly Hourly	903-945	70,770	72,810	74,911	77,079	79,312	80,890	12 Months
		2,721.92	2,800.38	2,881.19	2,964.58	3,050.46	3,111.15	
		38.8846	40.0055	41.1599	42.3511	43.5780	44.4451	
20 Biweekly Hourly	946-988	72,773	74,877	77,043	79,269	81,574	83,195	12 Months
		2,798.96	2,879.88	2,963.19	3,048.81	3,137.46	3,199.81	
		39.9852	41.1412	42.3313	43.5544	44.8209	45.7115	
21 Biweekly Hourly	989+	74,837	77,003	79,233	81,534	83,903	85,572	12 Months
		2,878.35	2,961.65	3,047.42	3,135.92	3,227.04	3,291.23	
		41.1192	42.3093	43.5346	44.7989	46.1005	47.0176	
22 Biweekly Hourly		76,973	79,199	81,494	83,862	86,302	88,013	12 Months
		2,960.50	3,046.12	3,134.38	3,225.46	3,319.31	3,385.12	
		42.2929	43.5159	44.7769	46.0780	47.4187	48.3588	
23 Biweekly Hourly		79,167	81,458	83,822	86,256	88,768	90,533	12 Months
		3,044.88	3,133.00	3,223.92	3,317.54	3,414.15	3,482.04	
		43.4984	44.7571	46.0560	47.3934	48.7736	49.7434	

BCGEU Salary Scale Effective April 1, 2024 6.75% Increase								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
24 Biweekly Hourly		81,422	83,783	86,216	88,721	91,308	93,122	12 Months
		3,131.62	3,222.42	3,316.00	3,412.35	3,511.85	3,581.62	
		44.7374	46.0346	47.3714	48.7478	50.1692	51.1659	
25 Biweekly Hourly		83,748	86,174	88,681	91,262	93,919	95,786	12 Months
		3,221.08	3,314.38	3,410.81	3,510.08	3,612.27	3,684.08	
		46.0154	47.3484	48.7258	50.1440	51.6038	52.6297	
26 Biweekly Hourly		86,138	88,639	91,214	93,872	96,609	98,531	12 Months
		3,313.00	3,409.19	3,508.23	3,610.46	3,715.73	3,789.65	
		47.3286	48.7027	50.1176	51.5780	53.0819	54.1379	

BCGEU Salary Scale Effective April 1, 2025 2% Increase (minimum 2% contract increase without COLA)								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
1 Biweekly Hourly	Up to 171	44,000	45,220	46,478	47,770	49,108	50,081	6 Months
		1,692.31	1,739.23	1,787.62	1,837.31	1,888.77	1,926.19	
		24.1758	24.8462	25.5374	26.2473	26.9824	27.5170	
2 Biweekly Hourly	172-214	45,201	46,458	47,754	49,090	50,466	51,465	6 Months
		1,738.50	1,786.85	1,836.69	1,888.08	1,941.00	1,979.42	
		24.8357	25.5264	26.2385	26.9725	27.7286	28.2775	
3 Biweekly Hourly	215-257	46,441	47,739	49,070	50,447	51,864	52,891	6 Months
		1,786.19	1,836.12	1,887.31	1,940.27	1,994.77	2,034.27	
		25.5170	26.2302	26.9615	27.7181	28.4967	29.0610	
4 Biweekly Hourly	258-300	47,717	49,054	50,431	51,845	53,306	54,364	9 Months
		1,835.27	1,886.69	1,939.65	1,994.04	2,050.23	2,090.92	
		26.2181	26.9527	27.7093	28.4863	29.2890	29.8703	

BCGEU Salary Scale								
Effective April 1, 2025								
2% Increase (minimum 2% contract increase without COLA)								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
5 Biweekly Hourly	301-343	49,035	50,409	51,824	53,282	54,787	55,875	9 Months
		1,885.96	1,938.81	1,993.23	2,049.31	2,107.19	2,149.04	
		26.9423	27.6973	28.4747	29.2758	30.1027	30.7005	
6 Biweekly Hourly	344-386	50,388	51,808	53,263	54,766	56,316	57,432	9 Months
		1,938.00	1,992.62	2,048.58	2,106.38	2,166.00	2,208.92	
		27.6857	28.4659	29.2654	30.0912	30.9429	31.5560	
7 Biweekly Hourly	387-429	51,784	53,247	54,747	56,295	57,893	59,040	9 Months
		1,991.69	2,047.96	2,105.65	2,165.19	2,226.65	2,270.77	
		28.4527	29.2566	30.0808	30.9313	31.8093	32.4396	
8 Biweekly Hourly	430-472	53,242	54,743	56,289	57,890	59,529	60,712	12 Months
		2,047.77	2,105.50	2,164.96	2,226.54	2,289.58	2,335.08	
		29.2538	30.0786	30.9280	31.8077	32.7082	33.3582	
9 Biweekly Hourly	473-515	54,707	56,253	57,848	59,494	61,188	62,401	12 Months
		2,104.12	2,163.58	2,224.92	2,288.23	2,353.38	2,400.04	
		30.0588	30.9082	31.7846	32.6890	33.6198	34.2863	
10 Biweekly Hourly	516-558	56,293	57,893	59,535	61,233	62,977	64,227	12 Months
		2,165.12	2,226.65	2,289.81	2,355.12	2,422.19	2,470.27	
		30.9302	31.8093	32.7115	33.6445	34.6027	35.2896	
11 Biweekly Hourly	559-601	57,802	59,449	61,135	62,883	64,679	65,961	12 Months
		2,223.15	2,286.50	2,351.35	2,418.58	2,487.65	2,536.96	
		31.7593	32.6643	33.5907	34.5511	35.5379	36.2423	
12 Biweekly Hourly	602-644	59,423	61,113	62,861	64,653	66,504	67,825	12 Months
		2,285.50	2,350.50	2,417.73	2,486.65	2,557.85	2,608.65	
		32.6500	33.5786	34.5390	35.5236	36.5407	37.2665	
13 Biweekly Hourly	645-687	61,106	62,852	64,647	66,495	68,400	69,762	12 Months
		2,350.23	2,417.38	2,486.42	2,557.50	2,630.77	2,683.15	
		33.5747	34.5341	35.5203	36.5357	37.5824	38.3308	

BCGEU Salary Scale								
Effective April 1, 2025								
2% Increase (minimum 2% contract increase without COLA)								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
14 Biweekly Hourly	688-730	62,811	64,606	66,455	68,362	70,327	71,722	12 Months
		2,415.81	2,484.85	2,555.96	2,629.31	2,704.88	2,758.54	
		34.5115	35.4978	36.5137	37.5615	38.6412	39.4077	
15 Biweekly Hourly	731-773	64,579	66,425	68,334	70,296	72,319	73,756	12 Months
		2,483.81	2,554.81	2,628.23	2,703.69	2,781.50	2,836.77	
		35.4830	36.4973	37.5462	38.6242	39.7357	40.5253	
16 Biweekly Hourly	774-816	66,402	68,306	70,270	72,289	74,376	75,853	12 Months
		2,553.92	2,627.15	2,702.69	2,780.35	2,860.62	2,917.42	
		36.4846	37.5308	38.6099	39.7192	40.8659	41.6775	
17 Biweekly Hourly	817-859	68,273	70,232	72,256	74,343	76,488	78,007	12 Months
		2,625.88	2,701.23	2,779.08	2,859.35	2,941.85	3,000.27	
		37.5126	38.5890	39.7011	40.8478	42.0264	42.8610	
18 Biweekly Hourly	860-902	70,200	72,220	74,302	76,448	78,656	80,221	12 Months
		2,700.00	2,777.69	2,857.77	2,940.31	3,025.23	3,085.42	
		38.5714	39.6813	40.8253	42.0044	43.2176	44.0775	
19 Biweekly Hourly	903-945	72,185	74,266	76,409	78,621	80,898	82,508	12 Months
		2,776.35	2,856.38	2,938.81	3,023.88	3,111.46	3,173.38	
		39.6621	40.8055	41.9830	43.1984	44.4495	45.3341	
20 Biweekly Hourly	946-988	74,228	76,375	78,584	80,854	83,205	84,859	12 Months
		2,854.92	2,937.50	3,022.46	3,109.77	3,200.19	3,263.81	
		40.7846	41.9643	43.1780	44.4253	45.7170	46.6258	
21 Biweekly Hourly	989+	76,334	78,543	80,818	83,165	85,581	87,283	12 Months
		2,935.92	3,020.88	3,108.38	3,198.65	3,291.58	3,357.04	
		41.9418	43.1555	44.4055	45.6951	47.0225	47.9577	
22 Biweekly Hourly		78,512	80,783	83,124	85,539	88,028	89,773	12 Months
		3,019.69	3,107.04	3,197.08	3,289.96	3,385.69	3,452.81	
		43.1385	44.3863	45.6725	46.9995	48.3670	49.3258	

BCGEU Salary Scale Effective April 1, 2025 2% Increase (minimum 2% contract increase without COLA)								
Job Class	Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Progression
23 Biweekly Hourly		80,750	83,087	85,498	87,981	90,543	92,344	12 Months
		3,105.77	3,195.65	3,288.38	3,383.88	3,482.42	3,551.69	
		44.3681	45.6522	46.9769	48.3412	49.7489	50.7385	
24 Biweekly Hourly		83,050	85,459	87,940	90,495	93,134	94,984	12 Months
		3,194.23	3,286.88	3,382.31	3,480.58	3,582.08	3,653.23	
		45.6319	46.9555	48.3187	49.7225	51.1725	52.1890	
25 Biweekly Hourly		85,423	87,897	90,455	93,087	95,797	97,702	12 Months
		3,285.50	3,380.65	3,479.04	3,580.27	3,684.50	3,757.77	
		46.9357	48.2951	49.7005	51.1467	52.6357	53.6824	
26 Biweekly Hourly		87,861	90,412	93,038	95,749	98,541	100,502	12 Months
		3,379.27	3,477.38	3,578.38	3,682.65	3,790.04	3,865.46	
		48.2753	49.6769	51.1198	52.6093	54.1434	55.2209	

**APPENDIX II  
Job Grades**

Job Title	Job Class	Increment Frequency
	Effective April 1, 2023	
Clerk	1	6 months
Administration Services Clerk	*5	6 months
Switchboard/Receptionist	*5	6 months
Administration Services Assistant	*5	9 months
Central Files Coordinator	*5	9 months
Receptionist, Intake	*5	9 months
Administrative Assistant	6	9 months
Administrative Assistant, Family Duty Counsel	6	9 months
Administrative Assistant, IT	6	9 months
Administrative Assistant/Legal Secretary	6	9 months
Conference & Event Planner/Admin Assistant, PLIA	6	9 months
Administrative Legal Assistant, A&I	7	9 months
Administrative Legal Assistant, CI&A	7	9 months
Administrative Legal Assistant, FLS	7	9 months
Administrative Legal Assistant	7	9 months
Administrative Legal Assistant, LAR	7	9 months
Lawyer Support Representative	7	9 months
Library Information Technician	7	9 months
Navigator	7	9 months
Accounting Clerk	8	12 months
Administrative Legal Assistant/Intake Legal Assistant	*9	12 months



Job Title	Job Class	Increment Frequency
	Effective April 1, 2023	
Appeals Intake Assistant	*9	12 months
Financial Review & Collections Coordinator	9	12 months
Immigration Appeals Intake Assistant	*9	12 months
Intake Legal Assistant	*9	12 months
Intake Training/ Online Applications Coordinator	11	12 months
Senior Accounting Clerk	10	12 months
Assistant Investigator	*11	12 months
Senior Lawyer Support Representative	11	12 months
Payroll and Benefits Administrator	16	12 months
Publications Development Coordinator	12	12 months
Supervisor, Navigators	12	12 months
Case Management Coordinator	13	12 months
Communications Coordinator	13	12 months
Graphic Designer/Application Support	13	12 months
Large Criminal Case Coordinator	13	12 months
Operations Support Analyst	13	12 months
Supervisor, Intake	13	12 months
Supervisor, Criminal Law Services	13	12 months
Systems Administrator I	13	12 months
Communication Specialist	15	12 months
Investigator Analyst	14	12 months
Supervisor, Family Advice Services	14	12 months
Senior Graphic Designer/Application Support	14	12 months
Supervisor, Administration	14	12 months
Community Engagement Coordinator	15	12 months
Indigenous Community Legal Worker - Paralegal	*16	12 months
Appeals Coordinator	16	12 months
Paralegal	*16	12 months
PLC Advocate - Paralegal	*16	12 months
Provincial Supervisor, Legal Aid Applications	16	12 months
Systems Administrator II	16	12 months
Application Analyst	18	12 months
Communications Officer	18	12 months
Evaluations & Performance Analyst	19	12 months
General Accountant	19	12 months
Lawyer Engagement Coordinator	18	12 months
Legal Information Content Developer/ Analyst	18	12 months
Policy Analyst	19	12 months
Project Analyst	18	12 months
Business Intelligence Analyst	*23	12 months
Business Intelligence Developer	*23	12 months
Finance & Budget Analyst	19	12 months
Planning Analyst	19	12 months
Supervisor, Indigenous Services	19	12 months
Supervisor, Lawyer Services/ Business Operations Analyst	19	12 months
Supervisor, Lawyer Services Operations	19	12 months
Supervisor, Planning	19	12 months
Supervisor, Intake Operations	20	12 months
Network Analyst	*23	12 months
Systems Administrator III	*23	12 months
Senior Business Analyst	*24	12 months

Job Title	Job Class	Increment Frequency
	Effective April 1, 2023	
Senior Developer	*24	12 months
Supervisor, IT Operations	*24	12 months
Systems Analyst	*24	12 months
Supervisor, Business Analysis & Quality Assurance	*25	12 months
Senior Business Intelligence Analyst	*25	12 months

*\*Refer to MOU #2 - Recruitment Retention & Wage Comparability for schedule of Market Adjustment Premium*

### APPENDIX III Geographic Locations

For the purposes of Articles 12 (Layoff, Suspension & Recall); and Clauses 24.4 (Interview Expenses) and 24.6 (Transfers), the geographic locations shall be as follows:

Lower Mainland - Vancouver, Surrey Terrace Campbell River Duncan Kamloops	Prince George Smithers Victoria Williams Lake
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If the Employer establishes new offices or re-establishes offices in geographic locations not listed above, the new location(s) shall be covered by the terms of this agreement.

### APPENDIX IV Relocation Expenses

#### 1.1 Policy

Relocation expenses in this Section (1) will apply:

Employer Initiated:

- (a) to employees who have to move from one headquarters or geographic location (except to moves within the Lower Mainland region) at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

#### 1.2 Travel Expenses on Relocation Under 1.1

- (a) Initial trip to seek new accommodation. The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five calendar days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this agreement.
- (b) Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(c) Travelling expenses moving to a new location. The Employer shall provide reimbursement of travel expenses incurred during relocation for employees, and dependants, for the actual travel time, plus accommodation and meals up to seven days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current provision of this agreement.

Meals	Adults - full rate Children 12 and under - one-half rate
Motel or Hotel	on production of receipts
Private lodging at old or new location	at current rate

(d) Where dependent children of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to 1.3, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven days.

The above allowances will be in accordance with the current allowances in this agreement.

### 1.3 Living Expenses Upon Relocation at New Location

After the first seven days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee not accompanied by dependants at the new location a living allowance of \$10 per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location a living allowance of \$13.50 per day up to a maximum of 60 days; or
- (c) where an employee is receiving the payment in (a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (a) above. However, the maximum period of payment under (a) and (b) shall not exceed 60 days.

### 1.4 Moving of Household Effects and Chattels

On relocation, the Employer shall pay for the following:

- (a) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$25,000.
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.
- (e) When the employee is being relocated and opts to move their own household effects and chattels the employee shall receive one of the following allowances:
  - (1) \$250 for a move not exceeding a distance of 240 kilometres

- (2) \$500 dollars for a move which exceeds a distance of 240 kilometres.
- (f) Where the employee exercises an option pursuant to (e) above then the provision of (a) and (d) above shall not apply.
- (g) It shall be the responsibility of the employee to arrange for the moving of household effects and chattels under this section.
- (h) An employee shall advise the Employer in advance of their decision to exercise an option under (a), (b), (c) and (d) above and of the estimated cost of each option. The employee shall obtain three written cost estimates of the expenses under this section and shall obtain approval from the Employer before choosing a mover. The moving company shall invoice the Employer directly.

## **2.1 Employee Initiated**

Relocation expenses in this Section (2) will apply to employees who have to move from one headquarters or geographic location to another (except for moves within the Lower Mainland region) after completing their probation/trial period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location and where the move is as a result of the employee making a lateral move or a move to a lower pay grade.

- (a) Expenses on Relocation Under 2.1:
- (b) On relocation under Section 2 of this article, the Employer will pay for the following:
- (1) Moving of household effects and chattels up to 8,165 kg including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos.
- (2) The employee shall obtain three written cost estimates of the expenses under (a) and shall obtain approval from the Employer before choosing a mover. The moving company will invoice the Employer directly.
- (3) It shall be the responsibility of the employee to make moving arrangements for relocation under this section.
- (4) Under no circumstances shall the Employer reimburse any one employee more than \$1,500 per 24 months under this clause.

### **APPENDIX V Joint Job Evaluation Manual**

(See Appendment to this agreement)

### **APPENDIX VI Arbitrators**

Arbitrators pursuant to Article 9.2 (Appointment of the Arbitrator) and 9.9 (Expedited Arbitration) shall be chosen by mutual agreement between the Union and the Employer. In the event the parties cannot

agree on an arbitrator, either party may make an application for the appointment of an arbitrator pursuant to the *Labour Relations Code*.

**LETTER OF AGREEMENT #1**  
**Service Retention Recognition**

The parties recognize that retention and turnover is a concern for LSS and BCGEU and there is a need to address it.

LSS history has demonstrated that the turnover rate for LSS staff with less than five years' service is above industry standards.

To help address this turnover and retention issue, the Employer will pay to all employees within the bargaining unit who achieve five years' service a one-time only lump sum service retention recognition payment of \$500.

**LETTER OF AGREEMENT #2**  
**Public Sector Wage Increases Letter of Agreement (“Me Too” Clause)**

1. If a public sector employer, as defined in *s. 1 of the Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this LABC/BCGEU Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:

(a) 25¢ per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or

(b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a 25¢ per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 (a), the combined GWIs of 25¢ per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional 25¢ per hour, \$400 per year, or 1% increase) and does not include wage

comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.

5. This Letter of Agreement will be effective during the term of the LABC/BCGEU Agreement, April 1, 2023 - March 31, 2026.

### **LETTER OF AGREEMENT #3 Workplace Wellness**

LSS is committed to enhancing the wellness and well-being of its employees. Workplace wellness and productivity go hand in hand as workforce well-being generates higher levels of employee engagement, in turn leading to better performing workplaces.

To address employee wellness, the Employer will provide to all eligible employees within the bargaining unit (as per the Employee Wellness Program) an additional \$175 in their wellness entitlement bank for the 2024/25 fiscal year. The employee must be on the payroll April 1, 2024, to receive the additional entitlement.

### **MEMORANDUM OF UNDERSTANDING #1 Illness, Absenteeism and Return to Work**

The parties share a desire to improve illness and absenteeism rates and agree to jointly explore programs and processes to obtain that goal, through the Joint Standing Committee.

### **MEMORANDUM OF UNDERSTANDING #2 Recruitment, Retention and Wage Comparability**

The parties recognize that there is a need to address specific classifications which have fallen behind market and such classifications have been difficult to recruit for or to retain employees in.

Legal Services Society accepts the principle of comparability with the government of the Province of British Columbia/BCGEU bargaining unit as part of the Wage Comparability Plan.

The parties also recognize that such wage disparities will not be eliminated during the term of a single collective agreement.

Wage comparability adjustments will be applied prior to implementing general wage increases.

The following positions have been identified as requiring market adjustments to address recruitment and retention issues. Based on relevant comparator market data, additional job classes have been added to the positions accordingly.

POSITION	CURRENT Job Class	MARKET ADJUSTMENT (Added Job Class)	EFFECTIVE DATE OF Added Job Classes					
			2006	2007	2008	2009	2020	2021
Switchboard/Receptionist	2	+3					3(+1)	5(+2)
Administration Services Clerk	3	+2						5(+2)
Central Files Coordinator	4	+1						5(+1)
Administration Services Assistant	4	+1						5(+1)
Receptionist, Intake	4	+1						5(+1)
Senior Legal Secretary	7	+2	8	8	9	9		
Intake Legal Assistant	7	+2	8	8	9	9		
Administrative Legal Assistant/Intake Legal Assistant	7	+2	8	8	9	9		
Assistant Investigator	9	+2	10	10	11	11		
Paralegal	14	+2	15	15	16	16		
BI Developer	16	+7	17	18	18	19		23(+4)
BI Analyst	16	+5	17	18	18	19		23(+4)
Network Analyst	18	+5	19	20	20	23		
System Administrator 3	18	+5				23		
Supervisor, IT Operations	19	+5	21	22	23	24		
Systems Analyst	19	+5	21	22	23	24		
Senior Developer	19	+5	21	22	23	24		
Senior Business Analyst	19	+5				24		
Senior Business Intelligence Analyst	19	+6					25(+6)	
Supervisor, Business Analysis and Quality	19	+6				25		

During the life of the collective agreement, any positions identified as requiring a market adjustment will be discussed at Joint Standing Committee and will be brought forward for consideration at the next round of collective bargaining.

### Market Adjustment

Addition of Step 6 (2%) effective April 1, 2015 (see Appendix I [Rates of Pay]).

### WAGE COMPARABILITY REVIEW

Within 30 days after ratification, the parties will form a joint Committee composed of four members from the Employer and four members appointed by the Union. The Union's current bargaining committee shall sit on this committee by right. If the bargaining committee falls below four members, the Union reserves the right to appoint another member to this Committee.

The committee will undertake a review of compensation for Legal Services Society occupations compared to similar occupations in Crown Corporations and/or comparable organizations.

The above review must be completed by November 30, 2024.

The total amount of funding over the life of this collective agreement will be \$42,000, effective April 1, 2025, for wages and associated wage-impacted benefits. The actual positions allocated market adjustments, and the size of the adjustments themselves will be determined by the committee.

The Committee will report back to their respective bargaining committees at least six months prior to the expiration of the current collective agreement. The report will identify any joint recommendations of the

Committee to inform recruitment, retention and wage comparability challenges that were not addressed during the life of this collective agreement.

**MEMORANDUM OF UNDERSTANDING #3**  
**Clause 22.8 (Legislative Changes)**

Changes to the Employer Health Tax or any other premium imposed for purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer Health Tax is eliminated and not replaced with another form of employer paid benefits, Clause 22.8 (Legislative Changes) will be triggered.

If Clause 22.8 (Legislative Changes) is triggered, the liability arising from the amount of savings from the legislative changes to the MSP is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

The liability arising in this Memorandum of Understanding shall expire on March 31, 2023 unless renewed by mutual agreement of the parties.

**MEMORANDUM OF UNDERSTANDING #4**  
**Cost of Living Adjustments**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2024 and April 1, 2025, respectively, the “*annualized average of BC CPI over 12 months*” in the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the 12 months starting at the beginning of March 2022 and March 2023, respectively, and concluding at the end of the following February (2023 and 2024, respectively). The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For certainty, the annualized average of BC CPI over 12 months from March 1, 2022 to February 28, 2023 was 7.1%.

**MEMORANDUM OF AGREEMENT #1**  
**Flexible Workplace**

The parties acknowledge the Flexible Workplace Model provides a sustainable, and mutually beneficial work environment that supports the organization’s commitment to culture and engagement, where employees may work at home and/or work from a LSS office, as set out in a Flexible Workplace Agreement



when criteria are met, and approval is obtained from the Employer. Any requests for approval for a Flexible Workplace Agreement shall not be unreasonably withheld.

Working at home must not replace dependant (child or elder) care. Although an employee's schedule may be modified to accommodate dependant needs if operationally feasible, the focus of the flexible workplace arrangement must be on job performance and meeting business needs.

Employees may be required to work entirely from the LSS office should it be determined as necessary for operational requirements, as applicable.

Approved flexible workplace arrangements are not permanent schedule changes. They can be revised or revoked by either party with 30 days' notice. LSS may revise or revoke flexible workplace arrangements for department or organizational needs and/or performance concerns. LSS may, at its discretion, terminate upon less than 30 days' notice, taking into account employee performance, existing space in the office, hazards to the employee or safety considerations.

Eligible employees seeking a flexible workplace arrangement must comply with and be aware of the requirements.

### **MEMORANDUM OF AGREEMENT #2 Service Improvement Training Fund**

A service improvement fund will be established to support specific types of employee training and professional development activities that enhance the delivery of services. Examples of appropriate activities include without limitation: Indigenous cultural competencies; mental health and crises management; working with persons with disabilities; effective communication; and conflict resolution.

The amount allocated by the Employer to the fund each year will be in accordance with the following schedule:

- Year 1 beginning April 1, 2023: \$29,000
- Year 2 beginning April 1, 2024: \$29,000
- Year 3 beginning April 1, 2025: \$29,000 and in each subsequent fiscal year the amount would be subject to negotiation for training and/or repurposed elsewhere.

Funds not allocated within the fiscal year will be carried over for one year only.

An employee or group of employees may apply to the fund to cover the cost of activities that would enhance the delivery of services to clients.

Subject to the provisions of this memorandum, the Joint Education and Training Committee shall administer the fund. The Committee may refer any matter in dispute under this memorandum to the Joint Standing Committee for resolution.

**MEMORANDUM OF AGREEMENT #3**  
**Equity, Diversity and Inclusion Council**

The parties have a joint interest in creating safe, inclusive work environments by developing approaches to foster positive spaces, identifying and making efforts to remove barriers to individuals of under-represented groups, and making recommendations to further diversity, equity and inclusion in the workplace.

Union representation will be maintained on the Council.

The Council is responsible for providing the Truth & Reconciliation and Equity, Diversity and Inclusion (TREDI) Department with recommendations.

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