

**COLLECTIVE AGREEMENT**

**between the**

**THE SALVATION ARMY  
NRO VICTORIA**

**and the**

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

**Effective from April 1, 2021 to March 31, 2024**

## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE 2 - PREAMBLE</b> .....	<b>2</b>
2.1 Purpose of Agreement.....	2
2.2 Future Legislation.....	2
2.3 Conflict with Regulations .....	2
2.4 Singular and Plural .....	2
2.5 Human Rights Code.....	2
<b>ARTICLE 3 - UNION RECOGNITION AND RIGHTS</b> .....	<b>3</b>
3.1 Bargaining Agent or Recognition .....	3
3.2 Bargaining Unit Defined .....	3
3.3 Bargaining Unit Defined.....	3
3.4 Bargaining Unit Work.....	3
3.5 Correspondence.....	3
3.6 No Other Agreement .....	3
3.7 No Discrimination for Union Activity .....	4
3.8 Recognition and Rights of Stewards .....	4
3.9 Employer Designates.....	4
3.10 Bulletin Boards .....	4
3.11 Union Insignia .....	4
3.12 Right to Refuse to Cross Picket Line.....	4
3.13 Time Off for Union Business .....	5
<b>ARTICLE 4 - UNION SECURITY</b> .....	<b>6</b>
<b>ARTICLE 5 - CHECK-OFF OF UNION DUES</b> .....	<b>6</b>
<b>ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES</b> .....	<b>7</b>
<b>ARTICLE 7 - EMPLOYER RIGHTS</b> .....	<b>7</b>
<b>ARTICLE 8 - EMPLOYER-UNION RELATIONS</b> .....	<b>7</b>
8.1 Representation.....	7
8.2 Union Bargaining Committee.....	8
8.3 Union/Management Committees.....	8
8.4 Technical Information .....	8
<b>ARTICLE 9 - GRIEVANCES</b> .....	<b>9</b>
9.1 Preamble .....	9
9.2 Grievance Procedure.....	9
9.3 Step 1 .....	9
9.4 Time Limits to Present Initial Grievance .....	9
9.5 Step 2 .....	9
9.6 Time Limit to Reply at Step 2 .....	10
9.7 Step 3 .....	10
9.8 Time Limit to Reply at Step 3 .....	10
9.9 Failure to Act.....	10
9.10 Time Limit to Submit to Arbitration.....	10
9.11 Administrative Provisions .....	11
9.12 Dismissal or Suspension Grievances .....	11
9.13 Deviation from Grievance Procedure .....	11
9.14 Technical Objections to Grievances.....	11

9.15	Management Grievance.....	11
<b>ARTICLE 10 - ARBITRATION.....</b>		<b>11</b>
10.1	Notification .....	11
10.2	Appointment of the Arbitrator .....	12
10.3	Board Procedure .....	12
10.4	Decision of the Arbitrator .....	12
10.5	Disagreement Decision .....	12
10.6	Expenses of Arbitration Board .....	12
10.7	Amending Time Limits.....	12
10.8	Expedited Arbitration.....	12
10.9	Mediation.....	13
<b>ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>13</b>
11.1	Procedure.....	13
11.2	Dismissal and Suspension .....	13
11.3	Right to Grieve Other Disciplinary Action .....	13
11.4	Removal of Disciplinary Documents .....	14
11.5	Personnel File.....	14
11.6	Right to Have Steward Present .....	14
11.7	Abandonment of Position .....	14
11.8	Rejection During Probation.....	15
11.9	Employee Investigations .....	15
<b>ARTICLE 12 - HARASSMENT .....</b>		<b>15</b>
12.1	Harassment Procedure .....	15
12.2	Workplace Aggression.....	16
<b>ARTICLE 13 - SENIORITY.....</b>		<b>17</b>
13.1	Seniority Defined.....	17
13.2	Seniority List.....	17
13.3	Re-Employment.....	17
13.4	Same Service Seniority Date .....	17
13.5	Loss of Seniority .....	17
<b>ARTICLE 14 - PROMOTIONS AND STAFF CHANGES.....</b>		<b>18</b>
14.1	Job Postings and Applications.....	18
14.2	Notification .....	18
14.3	Right to Grieve .....	19
14.4	Vacation Letters .....	19
14.5	Interviews.....	19
14.6	Deemed Qualified .....	19
14.7	Probation Period .....	19
14.8	Trial Period .....	19
14.9	Information on Posting .....	19
14.10	Temporary Appointments.....	20
<b>ARTICLE 15 - LAYOFF AND RECALL.....</b>		<b>20</b>
15.1	Layoff.....	20
15.2	Consultation.....	20
15.3	Layoff.....	20
15.4	Advance Notice .....	20
15.5	No New Employees .....	21
15.6	Pre-Layoff Options .....	21

15.7	Layoff Options.....	21
15.8	Bumping.....	21
15.9	Recall List.....	22
15.10	Severance Pay.....	22
15.11	Grievance on Layoffs and Recalls.....	22
<b>ARTICLE 16 - HOURS OF WORK .....</b>		<b>22</b>
16.1	Definitions.....	22
16.2	Hours of Work.....	23
16.3	Work Schedules.....	23
16.4	Rest Periods .....	23
16.5	Meal Periods .....	23
16.6	Minimum Daily Pay.....	23
16.7	Notice of Work Schedules.....	24
16.8	Days of Rest.....	24
<b>ARTICLE 17 - CAREER DEVELOPMENT.....</b>		<b>24</b>
17.1	Purpose .....	24
17.2	Course Leave.....	24
17.3	Staff Meetings and In-Service Education .....	24
<b>ARTICLE 18 - OVERTIME.....</b>		<b>24</b>
18.1	Definitions.....	24
18.2	Authorization .....	25
18.3	Overtime Entitlement .....	25
18.4	Overtime Compensation.....	25
18.5	Overtime on Day Off .....	25
18.6	Overtime Pay.....	25
18.7	Meals During Overtime.....	25
18.8	No Layoff to Compensate for Overtime.....	25
18.9	Callout Provisions.....	26
18.10	Overtime for Part-Time and Casual Employees.....	26
18.11	Overtime .....	26
<b>ARTICLE 19 - PAID HOLIDAYS .....</b>		<b>26</b>
19.1	Paid Holidays.....	26
19.2	Religious and Ethno-Cultural Holidays.....	27
19.3	Other Observances .....	27
19.4	Paid Holidays for Part-Time Employees.....	27
19.5	Holidays Falling on Saturday or Sunday.....	27
19.6	Holiday Falling on a Day of Rest.....	27
19.7	Holiday Falling on a Scheduled Workday.....	28
19.8	Holiday Coinciding With a Day of Vacation.....	28
19.9	Working on a Day of Rest.....	28
19.10	Christmas or New Year's Day Off .....	28
19.11	Paid Holiday Pay.....	28
19.12	Lieu Days .....	28
<b>ARTICLE 20 - VACATION.....</b>		<b>28</b>
20.1	Annual Vacation Entitlement.....	28
20.2	Vacation Earnings for Partial Years.....	29
20.3	Vacation Scheduling.....	29
20.4	Approved Leave of Absence with Pay During Vacations .....	30

20.5	Callback on Vacation .....	30
20.6	Prime Time Vacation Period.....	30
20.7	Vacation Credits Upon Death.....	30
<b>ARTICLE 21 - SICK LEAVE .....</b>		<b>30</b>
21.1	Sick Leave .....	30
21.2	Long-Term Disability .....	31
<b>ARTICLE 22 - LEAVES.....</b>		<b>31</b>
22.1	Bereavement Leave .....	31
22.2	Jury Duty .....	31
22.3	Family Illness .....	32
22.4	Public Duties.....	32
22.5	Leave for Court Appearances.....	32
22.6	Elections .....	32
22.7	General Leave .....	32
22.8	Leave for Medical and Dental Care .....	33
22.9	Compassionate Care Leave .....	33
<b>ARTICLE 23 - MATERNITY &amp; PARENTAL LEAVE .....</b>		<b>33</b>
23.1	Maternity Leave .....	33
23.2	Parental Leave.....	34
23.3	Leave Without Pay .....	34
23.4	Aggregate Leave.....	34
23.5	Return from Leave .....	34
23.6	Benefit Plan .....	34
23.7	Seniority Rights on Return to Work .....	34
23.8	Sick Leave Credits.....	35
23.9	Extended Child Care Leave.....	35
<b>ARTICLE 24 - OCCUPATIONAL HEALTH &amp; SAFETY .....</b>		<b>35</b>
24.1	Occupational Health and Safety Committee .....	35
24.2	Statutory Compliance .....	36
24.3	Aggressive Behaviour .....	36
24.4	Workplace Hazards .....	36
24.5	Right to Refuse Unsafe or Unhealthy Work.....	37
24.6	Accident and Incident Investigations.....	38
24.7	Disclosure of Information .....	38
24.8	Ergonomics.....	38
24.9	Vaccination and Inoculation .....	38
24.10	Unsafe Work Conditions .....	38
24.11	Injury Pay Provision.....	38
24.12	Transportation of Accident Victims .....	39
24.13	Hygiene .....	39
24.14	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances.....	39
24.15	Training .....	39
24.16	Check-in.....	40
24.17	Protective Clothing.....	40
<b>ARTICLE 25 - TECHNOLOGICAL CHANGE .....</b>		<b>40</b>
<b>ARTICLE 26 - CONTRACTING OUT .....</b>		<b>40</b>
<b>ARTICLE 27 - HEALTH AND WELFARE.....</b>		<b>40</b>

27.1	Eligibility .....	40
27.2	Termination.....	40
27.3	Long-Term Disability .....	41
27.4	Extended Health, Dental and Group Life Benefits .....	41
27.5	Employee Assistance Program (EAP) .....	41
27.6	Medical Examination.....	41
27.7	Registered Retirement Savings Plan .....	41
<b>ARTICLE 28 - PAYMENT OF WAGES &amp; ALLOWANCES .....</b>		<b>42</b>
28.1	Equal Pay .....	42
28.2	Paydays .....	42
28.3	Rates of Pay.....	42
28.4	Shortage of Pay .....	42
28.5	Rate of Pay on Reclassification or Promotion.....	43
28.6	Downward Reclassification of Position .....	43
28.7	Substitution Pay .....	43
28.8	Mileage Allowance .....	43
28.9	Meal Allowance.....	43
28.10	Salary Rate Upon Employment .....	44
28.11	Weekend Shift Premium .....	44
<b>ARTICLE 29 - CLASSIFICATION AND RECLASSIFICATION .....</b>		<b>44</b>
29.1	Job Description and Classification.....	44
29.2	Changed Classifications.....	44
<b>ARTICLE 30 - GENERAL.....</b>		<b>44</b>
30.1	Political Activity.....	44
30.2	Copies of Agreements.....	44
30.3	Personal Duties .....	44
30.4	Rest Break Facility .....	45
30.5	Rehabilitation/Volunteer Participation.....	45
30.6	Employee Purchases .....	45
30.7	Indemnity .....	45
<b>ARTICLE 31 - TERM OF AGREEMENT.....</b>		<b>45</b>
31.1	Duration .....	45
31.2	Notice to Bargain .....	45
31.3	Commencement of Bargaining .....	45
31.4	Change in Agreement .....	45
31.5	Agreement to Continue in Force.....	46
31.6	Effective Date of Agreement.....	46
<b>APPENDIX A - Wage Schedule.....</b>		<b>47</b>
<b>APPENDIX B - Casual Employees .....</b>		<b>47</b>
<b>APPENDIX C - Arbitrators.....</b>		<b>49</b>
<b>LETTER OF UNDERSTANDING #1 - Harassment Definitions.....</b>		<b>49</b>
<b>MEMORANDUM OF AGREEMENT #1 - Video Monitoring.....</b>		<b>50</b>

**DEFINITIONS**

"*Basic pay*" - means the rate of pay negotiated by the parties to this agreement, as specified in Appendix A.

"*Continuous service*" - means uninterrupted regular full-time or regular part-time employment with the Employer.

"*Day*", "*week*", "*month*", "*year*" - means a calendar day, week, month, year unless otherwise specified in this agreement.

"*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 his/her position. This does not include the days the employee is on leave of absence.

"*Dependant*" - an employee's spouse, legal or common-law, an unmarried person who is your natural child; or an adopted child, stepchild, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than nineteen (19) years of age; or nineteen (19) years but younger than twenty-five (25) years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or nineteen (19) years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the contract, provided the child was covered under the collective agreement as a dependant on the day prior to his or her nineteenth (19<sup>th</sup>) birthday and remains dependent on you for support.

"*Employee*" - means a member of the bargaining unit who is:

- (a) "*Probationary employee*" - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred eighty-eight (488) hours.
- (b) "*Regular employee*" - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) "*Casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
  - (1) paid leave relief
  - (2) unpaid leave relief
  - (3) temporary increase of workload

A casual employee is only entitled to the benefits set out in Appendix B.

(d) "*Full-time regular employees*" - full-time regular employees are regularly scheduled employees who work a minimum of forty (40) hours per week on a continuing basis.

(e) "*Temporary employees*" - temporary employees are employees hired for a specified period of up to twelve (12) months, or such period as extended by agreement of the parties. If a temporary employee subsequently becomes a regular employee, all rights under this agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

(f) "*Part-time employees*" - part-time employees are regularly scheduled employees who work a maximum of twenty-four (24) hours per week on a continuing basis.

"*Employer*" - Salvation Army Recycling Centre, 104 - 765 Vanalman Avenue, Victoria, BC.

"*Holiday*" - means the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement.

"*Layoff*" - means 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.

"*Resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

"*Rest period*" - means a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

"*Seniority unit*" - means for the purposes of Layoff and Recall only, the following are identified as separate seniority units for the facilitation of bumping rights:

SA National Recycling Operations (104 - 765 Vanalman Ave, Victoria, BC).

"*Spouse*" - means a person to whom the employee is legally married or is in a common-law relationship of at least twelve (12) months and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

"*Union*" - means the B.C. General Employees' Union.

## **ARTICLE 2 - PREAMBLE**

### **2.1 Purpose of Agreement**

(a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union to maintain a harmonious and mutually beneficial relationship between the Employer and all employees of the bargaining unit and to set out the terms and conditions of employment for all employees included in the bargaining unit.

(b) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Employer and the Union agree to maintain such an environment.

### **2.2 Future Legislation**

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

### **2.3 Conflict with Regulations**

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

### **2.4 Singular and Plural**

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

### **2.5 Human Rights Code**

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



**ARTICLE 3 - UNION RECOGNITION AND RIGHTS****3.1 Bargaining Agent or Recognition**

- (a) The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees covered by the certificate issued by the appropriate legislative body on March 20, 1990 and July 20, 1990.

**3.2 Bargaining Unit Defined**

The B.C. General Employees' Union bargaining unit shall be all employees employed at and from the Centre (525 Johnson Street, Victoria, BC) and the National Recycling Operations 104 - 765 Vanalman, except Thrift Shop employees and excluded Managers.

- (a) For the purposes of this agreement, the excluded Managers shall include:

- (1) Distribution and Recycling Centre Manager
- (2) Distribution and Recycling Centre Assistant Manager
- (3) Distribution and Recycling Centre Coordinator
- (4) District Retail Manager
- (5) Distribution and Recycling Centre Receptionist
- (6) Distribution and Recycling Centre Supervisor

- (b) The Employer will notify the BCGEU no later than January 1 of each year a list of exclusions.

**3.3 Bargaining Unit Defined**

The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:

- (a) by mutual agreement between the parties; such agreement will not be unreasonably denied or
- (b) by virtue of a decision by the Labour Relations Board of British Columbia.

**3.4 Bargaining Unit Work**

Management exclusions, listed in Clause 2.2 above, shall not be assigned to perform work normally performed by bargaining unit employees, except:

- (a) in cases of emergency caused by fire, flood, earthquake or other such disasters; or
- (b) to overcome short-term personnel or operational matters of an urgent nature; or
- (c) in cases of training; or
- (d) in cases of quality control checks.

It is agreed that the above provisions do not preclude management exclusions from carrying out pastoral care of clients.

**3.5 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 his/her designate.

**3.6 No Other Agreement**

The Employer will not require and the Union will not authorize any employee who is covered by this agreement to make a written or oral agreement with the Employer which is in conflict with the terms of this agreement.

**3.7 No Discrimination for Union Activity**

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

**3.8 Recognition and Rights of Stewards**

- (a) 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 geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor.
- (d) The duties of the stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer;
  - (4) attending meetings at the request of the Employer.

**3.9 Employer Designates**

The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

**3.10 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union within the worksite. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

**3.11 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to furnish to the Employer at least one (1) union shop card for each of the Employer's places of operation 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.

**3.12 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 legal strike or lockout as defined in the relevant labour legislation in BC. Any 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 Union agrees to notify the Employer as soon as possible of the existence of such picket line as referred to in (a) or (b) above.

### 3.13 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;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or a tribunal pursuant to the relevant labour statutes of British Columbia;
- (4) for employees, who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
- (5) leave for negotiations with the Employer;
- (6) for an employee elected to the position of President or Secretary Treasurer of the B.C. General Employees' Union, the leave shall be for a period of three (3) years and shall be renewed upon request of the Union;
- (7) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one (1) year;
- (8) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods unless this would unduly interrupt the operation of the department.

An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.

An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the employee shall accept the first available position in his/her original classification at his/her previous work location.

Requests for leave for the purposes of paragraph (1) through (7) above shall be given fourteen (14) calendar days in advance of the dates requested to facilitate scheduling of both clients and employees. It is understood that there may be occasions when the fourteen (14) day rule cannot be applied because of exceptional circumstances. It is understood that operational requirements may necessitate the refusal for such leaves of absences. Leaves for purposes in (1) through (6) shall not be unreasonably withheld.

To facilitate the administration of this section when leave of absence without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefits, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. This provision shall not apply to leaves for (a)(7) above. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay.

(b) *With Pay*

(1) When negotiations are conducted during the regularly scheduled working hours, leave of absence without loss of basic pay and without loss of seniority will be granted to two (2) employees for up to and including four (4) days each who serve on the BCGEU Bargaining Committee, in order to carry on contract negotiations with the Employer. For SANRO only, notice shall be provided in writing to the Employer five (5) days prior to the leave.

(2) Should negotiations occur on a day when the Bargaining Committee member was regularly scheduled to work, however, on a shift other than the one scheduled for the committee member, the committee member shall be permitted to absent herself/himself from work to attend negotiations without loss of basic pay in accordance with (b)(1) above.

(c) Leave of absence without loss of basic pay and without loss of seniority will be granted for:

(1) to stewards, or their alternates, to perform their duties as per Article 27;

(2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

#### **ARTICLE 4 - UNION SECURITY**

(a) All employees in the bargaining unit who on March 20, 1990 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 March 20, 1990, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee, unless they secure an exemption from the Labour Relations Board because of religious objection as permitted under the *Labour Relations Code*.

#### **ARTICLE 5 - 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 semi-monthly wages or salary of an 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 in each payroll period of each month 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 by electronic file transmission as directed by the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of names, social insurance numbers as well as classification of those bargaining unit employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. The handling of these deductions for employees who are exempted due to religious objection shall be in keeping with the *Labour Relations Code*.

(e) Before the Employer is obliged to deduct any amount under Sections (a) or (b) of this article, 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 receipts shall be provided to the employees prior to March 1 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 monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

(i) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of union dues or other monies as described in Clauses (a) and (b) above.

#### **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of the steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward. Where operational requirements permit, the Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - EMPLOYER RIGHTS**

The Union acknowledges that the management, control, direction, discipline and efficiency of the workforce is retained by the Employer except as this agreement otherwise specifies.

#### **ARTICLE 8 - EMPLOYER-UNION RELATIONS**

##### **8.1 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 representatives, 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.

(a) *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 subject to advance approval from the Employer being obtained in each case.

(b) *Technical Information*

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

## **8.2 Union Bargaining Committee**

A union bargaining committee shall consist of up to two (2) members plus the President of the Union, or his/her designate.

## **8.3 Union/Management Committees**

(a) The parties agree to establish separate Union/Management Committees composed of two (2) union representatives appointed by the Union and two (2) employer representatives. There shall be an equal number of union and employer representatives on both committees.

(b) The Committees shall meet at the call of either party at a mutually agreeable time and place and at a minimum quarterly. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committees during regular working hours. Every effort will be made to schedule meetings within regular hours. In the event meetings cannot be scheduled within regular hours, it is understood that no overtime pay will apply to hours spent in Union/Management Committee meetings.

(c) An employee representative and a union representative shall alternate in presiding over the meetings.

(d) The Committees shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committees shall not have the power to bind the Union, its members, or the Employer to any decisions reached in the Committees' discussions.

(e) The Committees shall have the power to make recommendations to the parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing misunderstandings;
- (3) dealing with matters referred to it in this agreement.

(f) Minutes of the Committees' meetings, approved by the union and employer co-chairs, shall be transcribed by the Alternating Chair and distributed to committee members and union office.

## **8.4 Technical Information**

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

- (a) a list of employees, their addresses and their status;
- (b) job titles;
- (c) job descriptions;
- (d) wage rates;
- (e) seniority list or service dates; and

- (f) a summary of updated benefit plans (medical, dental, wage indemnity, pension, etc.).

The Union may request additional information that is available relating to the employees in the bargaining unit required by the Union for collective bargaining purposes. Such information will not be unreasonably withheld by the Employer.

## **ARTICLE 9 - GRIEVANCES**

### **9.1 Preamble**

It is the mutual desire of the parties that complaints and grievances shall be addressed as quickly as possible. It is understood that a complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint.

### **9.2 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 or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, suspension or discipline of an employee bound by this agreement.

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

### **9.3 Step 1**

- (a) 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 his/her steward present at such discussion.
- (b) Should an employee have a complaint, the employee shall meet and discuss such complaint with the immediate supervisor in an effort to resolve the complaint. This discussion will take place not later than fifteen (15) calendar days from the date the employee became aware of the event causing the complaint.
- (c) When the aggrieved employee is a steward, he/she shall not, where possible, act as steward in respect of his/her own grievance, but shall submit the grievance through another steward or union staff representative.

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

If the Step 1 dispute is not resolved orally, the aggrieved employee may submit a written grievance through the union steward to Step 2 of the grievance procedure, within ten (10) calendar days after completion of Step 1:

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

### **9.5 Step 2**

- (a) Subject to the time limits in 8.4, the employee, the President of the Union or his/her designate may present a grievance at this level by:

- (1) recording the 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 or his/her designate through the union official;

The parties, including the aggrieved, shall meet to investigate and attempt to resolve the grievance.

(b) The local supervisor shall:

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

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

- (a) Within ten (10) working days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within ten (10) working days of receiving the grievance at Step 2.

#### **9.7 Step 3**

The President of the Union, or his/her designate, may present a grievance at Step 3:

- (a) within fourteen (14) calendar days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) calendar days after the Employer's reply was due.

#### **9.8 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 twenty-one (21) calendar days of receipt of the grievance at Step 3.

#### **9.9 Failure to Act**

If the President of the Union, or his/her designate, does not present a grievance within the above time limit, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

#### **9.10 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or his/her designate, may inform the Employer, of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) calendar days after the Employer's decision has been received;
- (b) twenty-one (21) calendar days after the Employer's decision was due.



**9.11 Administrative Provisions**

- (a) Replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or courier.
- (b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this section shall not apply.

**9.12 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed at Step 3 of the grievance procedure within fourteen (14) calendar days of the date on which the dismissal occurred, or fourteen (14) calendar days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) calendar days of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

**9.13 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, whether 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 article, the grievance shall be considered to have been abandoned.

Notwithstanding the above, an employee who has filed a complaint with the Human Rights Tribunal unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

**9.14 Technical Objections to Grievances**

It is the mutual desire of the parties that the grievance procedure shall determine issues in dispute in a timely manner. The parties agree to be bound by the provisions of Sections 82(2) and 89(e) of the *Labour Relations Code* respecting the processing of grievances.

**9.15 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the employer designate presenting the grievance to the President of the Union or designate.

**ARTICLE 10 - ARBITRATION****10.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any questions 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 fifteen (15) calendar days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

**10.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix C.

**10.3 Board Procedure**

The sole arbitrator may determine his/her own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

**10.4 Decision of the 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 discharge or discipline grievance by any arrangement which he/she deems 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.

**10.5 Disagreement Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) calendar days.

**10.6 Expenses of Arbitration Board**

Each party shall pay one-half (½) of the fees and expenses of the Arbitration Board.

**10.7 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.

**10.8 Expedited Arbitration**

(a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolvable by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (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; and
- (8) demotions.

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

(c) The Arbitrator shall hear the grievances and shall render a decision within two (2) 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.

- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) 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 Article 9.2.
- (g) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

### **10.9 Mediation**

- (a) The parties mutually agreed, in writing, that some grievances will benefit from mediation upon agreement of the parties, mediation will take place within twenty-one (21) days. The parties cost share all cost associated with mediation. The mediator will issue a resolution the day of the mediation and will be "*on a without prejudice bases*". If there is no resolve the grievance will advance to Article 8.11.
- (b) The purpose of mediation the parties to not include legal counsel in the mediation.
- (c) The parties agree to appoint one (1) of the noted arbitrators in Appendix C.

## **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.1 Procedure**

- (a) In all cases of discipline, the burden of proof of just cause shall rest with the Employer.
- (b) In the event that the Employer initiates disciplinary action against an employee, including suspension or discharge, the procedure outlined in Article 8.12 shall be followed.
- (c) All dismissals and suspensions may be subject to the formal grievance procedure under Article 8.12 of this agreement.

### **11.2 Dismissal and Suspension**

- (a) The Employer may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 10.2(a) above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

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

Disciplinary action, grievable by the employee, shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

**11.4 Removal of Disciplinary Documents**

Upon the employee's request any disciplinary document shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

**11.5 Personnel File**

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) calendar days after the notice is given. The Employer has the right to have an employer representative present at the time the file is viewed. Copies of any document in the file will be provided upon request, but no documents may be permanently removed from the file at this time.

(b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) calendar days after the notice is given. The Employer has the right to have an employer representative present at the time the file is viewed. Copies will be provided by the Employer upon request of any document in the file, but no documents may be permanently removed from the file at this time.

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

**11.6 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 make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those 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; providing that this does not result in an undue delay of the appropriate action being taken.

**11.7 Abandonment of Position**

An employee who fails to report for duty for three (3) scheduled working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity within three (3) calendar days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### 11.8 Rejection During Probation

The Employer may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description) of the probationary employee for continued employment in the position to which he/she has been appointed. Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision through the formal grievance procedure.

### 11.9 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within fourteen (14) working days.
- (c) The Employer will notify the President of the Union or his/her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

## ARTICLE 12 - HARASSMENT

### 12.1 Harassment Procedure

- (a) The Union and the Employer recognize the rights of employees to work in an environment free from harassment. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace. Harassment shall be as defined in the BC *Human Rights Code* and the Salvation Army "*Respect in the Workplace*" policy (see definitions in LOU #1).
- (b) It is understood that harassment does not include managerial/supervisory rights and responsibilities. The parties agree that employees complaining of harassment shall have the right to pursue the matter initially in the following matter:
  - (1) through a formal grievance/arbitration process as per this article or,
  - (2) through a formal complaint under this article as per the Salvation Army "*Respect in the Workplace*" policy.
- (c)
  - (1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing within thirty (30) calendar days of the latest alleged occurrence through the Union directly to the Harassment Advisor. The Harassment Advisor shall advise the Executive Director "*in camera*" of the complaint. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
  - (2) An alleged offender shall be given notice of the substance of such a complaint under the clause and shall be given notice of such and be entitled to attend, participate in, and be represented at any hearing under this clause.
  - (3) The employer designate and a union representative shall investigate the complaint and shall submit reports to the Executive Director in writing within fifteen (15) calendar days of receipt

of the complaint. The Executive Director shall within ten (10) calendar days of receipt of the reports give such orders as may be necessary to resolve the issue.

(4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8. The parties agree that substantiated cases of harassment may be cause for discipline up to and including dismissal.

(5) Pending determination of the complaint, the Executive Director, or the designate with the approval of the Executive Director, may take interim measures to separate the employees concerned, if deemed necessary.

If action to separate the employees concerned is required, the alleged harasser shall be the one to be moved and Article 15.3 and 15.7 shall not apply.

(6) In cases where sexual harassment may result in the transfer of an employee, it shall be the harasser who is transferred, except that the harassee may be transferred with his/her written consent.

(d) Where either party to the proceeding is not satisfied with the Executive Director's response, the complaint will, within thirty (30) days, be put before a panel consisting of a union representative, an employer representative, and the mutually agreed arbitrator. The panel shall have the right to:

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

(e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Executive Director or the Panel.

(f) The parties agree that all complaints of sexual harassment will be exclusively pursuant to this article, except those dealing with acts of a violent nature.

(g) This clause does not preclude an employee from filing a complaint under the *Human Rights Code*, however an employee shall not be entitled to duplication of process.

(h) The Employer agrees to maintain the Salvation Army "*Respect in the Workplace*" Policy including the requirement for employees to participate in mandatory harassment training.

## 12.2 Workplace Aggression

The Employer will provide training for employees that may, in the performance of their duties, be exposed to aggressive conduct.

The Employer will, if it has prior knowledge, alert employees of a potential for experiencing physical aggression and/or verbal abuse within the workplace.

In cases where an employee has been physically assaulted or verbally abused, the Employer, following a review of the situation, will make a determination as to the appropriate counselling that is required and provide such counselling. In cases where an employee attends such appropriate counselling, on a day that is a scheduled workday, the employee will be paid for his/her lost time for attending such counselling.

Where repeated incidents of physical or verbal abuse occur, the Occupational Health and Safety Committee will review the matter.

**ARTICLE 13 - SENIORITY****13.1 Seniority Defined**

For the purposes of this agreement, service seniority shall mean:

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate based on straight-time hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent (reflective of the employee's regular schedule of hours) on approved:
  - (1) paid holidays;
  - (2) paid vacation;
  - (3) approved WCB Claims to a maximum of six (6) months;
  - (4) paid sick leave;
  - (5) any absence covered by Medical Employment Insurance;
  - (6) union leave;
  - (7) pregnancy, parental and adoption leave;
  - (8) other approved paid leaves of absence.

**13.2 Seniority List**

- (a) The Employer shall post and provide the Union with a current service seniority list of regular full-time and part-time employees within the last week of January and July of each year, and post at each worksite.
- (b) The seniority list shall include the following information for each employee:
  - (1) Name
  - (2) Start Date
  - (3) Job Category
  - (4) Current seniority up to the end of the previous month
- (c) The current seniority list will be used for all purposes of the provisions of this agreement.

**13.3 Re-Employment**

A regular employee who voluntarily resigns his/her employment and within sixty (60) days is re-hired as a regular employee by the same employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

**13.4 Same Service Seniority Date**

When two (2) or more employees have the same total number of hours worked for the Employer then seniority shall be determined by his/her last date of hire. Should these employees have the same last date of hire, then seniority shall be determined by chance.

**13.5 Loss of Seniority**

An employee shall lose his/her seniority as an employee in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment (as indicated in writing to the Employer);
- (c) he/she is on layoff for more than one (1) year;

- (d) he/she fails to report for work within seven (7) calendar days after being notified by the Employer of recall by registered mail or courier at his/her last known address;
- (e) he/she is permanently promoted to an excluded position and has passed probation.
- (f) he/she has abandoned his/her position per Article 10.7
- (g) he/she fails to report for work upon termination of an authorized leave of absence he/she shall be considered to abandon this position unless he/she can give an acceptable reason to the Employer for the absence in which case he/she shall be considered to have abandoned their position.
- (h) he/she is on medical leave in excess of twenty-four (24) months.

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

### **14.1 Job Postings and Applications**

If a vacancy or a new job is created within the bargaining unit, the following shall apply:

- (a) If the vacancy or new job has a duration of sixty (60) calendar days or more, the vacancy or new job will be posted for a minimum of five (5) calendar days. The Employer may advertise externally simultaneously.
- (b) If no qualified candidate is identified through the internal posting process the Employer may fill the position with an external candidate, subject to the grievance procedure.

Applications shall be considered upon the following terms:

- (1) Skill, competency, ability, knowledge, and qualifications;
- (2) In the filling of bargaining unit positions, when knowledge, competency, qualifications, skill, and ability are relatively equal, seniority will be the deciding factor.
- (3) Qualified internal candidates will be considered and interviewed prior to external candidates

In such cases where formal education and/or specialized credentials is considered to be a requisite, as in government contracts for example, formal education and/or specialized credentials shall be included in (1) above.

Nothing in this article shall prevent the Employer from hiring persons outside the bargaining unit when no qualified employee applies.

- (c) An employee shall receive a letter of appointment clearly stating his/her employment status and salary.

### **14.2 Notification**

- (a) Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant will be sent to each applicant from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit will be given, in writing, the reasons they were unsuccessful.



**14.3 Right to Grieve**

Where an employee feels that she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 8 (Grievances) of this agreement within seven (7) calendar days of being notified of the results.

**14.4 Vacation Letters**

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

**14.5 Interviews**

An internal applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview will suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known.

**14.6 Deemed Qualified**

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training, experience and where all legal requirements are met.

**14.7 Probation Period**

- (a) The probationary period for all other employees will be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed six (6) calendar months.
- (b) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months.
- (c) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9.8 (Grievances) of this agreement commencing at Step 3.

**14.8 Trial Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred eighty-eight (488) hours of work.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority.

Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

**14.9 Information on Posting**

Such notice shall contain the following information: nature of position, experience, qualifications, wage rate, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use her automobile in the performance of duties. Qualifications

may not be established in an arbitrary or discriminatory manner. A copy of the job description will be included in the posting.

#### **14.10 Temporary Appointments**

The Employer may fill positions that are temporarily vacant due to extended sick leaves, LOA's, maternity leaves or during the posting and interview phase of the permanent filling of such position. The above reasons are not exclusive, but the Employer must have a bona fide reason to place employees into positions that are temporarily vacant. Where it is known that the appointment is to exceed sixty (60) calendar days, it will immediately be posted for a minimum of seven (7) days on the approved union bulletin board.

### **ARTICLE 15 - LAYOFF AND RECALL**

#### **15.1 Layoff**

*Layoff* - is the cessation of employment, or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reduction of hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlements, a reorganization, program termination, closure or other material change in organization.

#### **15.2 Consultation**

- (a) In the event of reduction in services affecting thirty-five percent (35%) or more of the bargaining unit, transfer or closure, reorganization or downsizing initiative, the parties shall meet within thirty (30) days of notice being provided to the Union to explore means of achieving a solution to a smooth transition that will be the least disruptive to employees and the services provided.
- (b) This may include, but is not limited to, voluntary departure incentives, equitable distribution of hours, merging of positions, etc.
- (c) Whereas such meeting does not disrupt the layoff process and is concluded within the thirty (30) days' notice period. The Labour Management Committee with the staff representative shall meet to determine the feasibility of such a plan.
- (d) This article subscribes to the "*enhanced consultation*" of the *Labour Relations Code*.

#### **15.3 Layoff**

In the event of a layoff, the employees shall be laid off in reverse order of seniority within a classification as per Clause 13.1 (Seniority Defined).

#### **15.4 Advance Notice**

- (a) In the event of layoff affecting thirty-five percent (35%) or more of the workforce, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work their scheduled shifts during the period after notice of layoff, they shall be paid in lieu of work for that part of the notice period for which work is not available.
- (b) It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (i.e., fire, flood, medical closure, etc.).
- (c) Where one (1) or two (2) employees are laid off in accordance with Article 15.1, the Employer shall endeavour to provide as much notice as possible in any event no less than three (3) calendar days.

**15.5 No New Employees**

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall, provided that the recalled employee possesses the necessary knowledge, qualifications, skill, availability and competency to perform the required work.

**15.6 Pre-Layoff Options**

(a) Where the pending layoffs are a result of substantial reorganization, affecting thirty-five percent (35%) or more of the bargaining unit, the Employer will conduct a pre-layoff canvas to invite:

- (1) placement into a vacant regular position;
- (2) potential job sharing situations;
- (3) placement on the casual call-in and recall lists with no loss of seniority;
- (4) resignation with severance as provided for in Clause 15.10 (Severance Pay) as appropriate; or
- (5) where eligible, early retirement.

(b) The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvas.

(c) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(d) The Employer may establish reasonable time periods (generally, seven [7] calendar days) in which responses from employees will be received in writing for consideration.

**15.7 Layoff Options**

An employee who has been given layoff notice shall, within five (5) calendar days of receiving layoff notice, elect either:

- (a) bumping as provided for in Article 15.8 (Bumping);
- (b) placement on the casual call-in and on the recall list with no loss of seniority as provided for in Article 14.9 (Recall List), for a period of one (1) year; or
- (c) severance pay as provided for in Article 15.10 (Severance Pay).

**15.8 Bumping**

(a) An employee who has received layoff notice may elect to bump into a position within any classification at an equal or lower rate of pay provided that:

- (1) the employee being laid off has the knowledge, qualifications, skills, availability, competency and ability required in the selected position;
- (2) the employee being laid off bumps the least senior employee in the selected classification with the equivalent hours. If there is no position with an equivalent number of hours, then the employee being laid off bumps the least senior employee in the selected classification with the closest number of hours.

(b) The employee will be placed on a trial period not to exceed forty (40) hours. Conditional on satisfactory service (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the employee shall be confirmed in the position after that period. If the employee is not

confirmed in the position, the employee will not have the right to further bumping and shall within seven (7) calendar days of receiving notice elect either:

- (1) placement on the casual call-in list and on recall list with no loss of seniority as provided for in Article 15.9 (Recall List); or
- (2) severance pay as provided for in Article 15.10 (Severance Pay).

### **15.9 Recall List**

- (a) Employees who are laid off may elect to be placed on a recall list. Such employees shall indicate the equal or lower paid classifications for which they wish to be recalled, provided the employee being recalled has the knowledge, qualifications, skills, availability, competency and ability required in the selected position.
- (b) Employees shall be recalled into the selected positions in order of seniority.
- (c) The employee will be placed on a trial period not to exceed forty (40) hours. Conditional on satisfactory service (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the employee shall be confirmed in the position after that period. If the employee is not confirmed in the position, the employee shall within seven (7) calendar days of receiving notice elect either:
  - (1) re-placement on the recall list as provided for in Article 15.9 (Recall List) for the remainder of the fifty-two (52) weeks period; or
  - (2) severance pay as provided for in Article 15.10 (Severance Pay).

### **15.10 Severance Pay**

- (a) An employee who is laid off pursuant to Article 15.1 (Layoff) and who has not been recalled shall receive severance pay at the following rate:

<b>Service</b>	<b>SANRO Severance Pay</b>
More than 6 months but less than 3 years	2 weeks
3 years	4 weeks
4 years	4 weeks
5 years	6 weeks
6 years	6 weeks
7 years	8 weeks
8 years or more	8 weeks

- (b) An employee who is laid off and who is eligible for severance pay, shall be eligible to receive the appropriate severance payment as soon as the employee's recall rights expire.

### **15.11 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls may be initiated at Step 2 or 3 of the grievance procedure.

## **ARTICLE 16 - HOURS OF WORK**

### **16.1 Definitions**

For the purposes of this article, "*day*" means a twenty-four (24)-hour period commencing at 00:01 hours, and "*week*" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

**16.2 Hours of Work**

(a) The hours of work of a regular full-time employee will normally be, and depending on classification, an average of eight (8) hours per day or forty (40) hours per week;

All exclusive of an unpaid one-half (½) hour meal break.

Employees are required to be at their designated workstation at the designated start time and employees must clock in/out whenever entering or leaving the workplace.

(b) The hours of work for a part-time employee will not be less than four (4) hours per day and not more than eight (8) hours per day exclusive of a one-half (½) hour unpaid meal break.

(c) Employees required to perform work during their scheduled meal break shall have their meal break rescheduled, subject to operational requirements. If the break cannot be rescheduled, the employee shall be compensated at the applicable overtime rate of pay.

(d) An employee is entitled to take his/her meal break away from the workplace. Where this cannot be done, she/he shall be compensated for the break at the straight-time rate.

(e) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the parties to this agreement.

(f) Notwithstanding (e), employees may request, in writing, to be scheduled up to six (6) days in a week so as to pick up additional hours up to the maximum hours listed in Article 15.2(a).

**16.3 Work Schedules**

(a) Where a change in the work schedule is required to meet bona fide operational needs the Employer agrees to provide the Union and its members fourteen (14) calendar days' notice. Such notice must be posted on worksite bulletin boards for the entire period of fourteen (14) calendar days.

(b) It is agreed that under no circumstances will (a) above be used to:

- (1) cut full-time employees back to part-time;
- (2) alter shift assignments in a discriminatory manner.

**16.4 Rest Periods**

All employees shall have two (2) fifteen (15) minute rest periods in each work period of six (6) hours duration or more, with one (1) rest period to be granted before and one (1) after the meal period. Rest periods shall be taken without loss of pay to the employee.

**16.5 Meal Periods**

(a) Meal periods shall be scheduled as closely as possible to the middle of the workday and shall be one-half (½) hour unless otherwise specified.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked subject to Article 16.2(c).

(c) Employees who choose to leave the premises for their meal periods, shall clock out/in.

**16.6 Minimum Daily Pay**

(a) The Employer shall pay the employee a minimum of two (2) hours pay at his/her regular rate of pay upon reporting to work for a scheduled shift.

(b) Where the employee commences work, he/she shall receive a minimum of four (4) hours pay at his/her regular rate of pay.

**16.7 Notice of Work Schedules**

Employees' work schedules shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

**16.8 Days of Rest**

The shift schedule shall be applied so as to guarantee each employee two (2) consecutive days of rest.

**ARTICLE 17 - CAREER DEVELOPMENT****17.1 Purpose**

Both parties recognize that an improved service to clients will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving such skills.

**17.2 Course Leave**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted the Employer shall bear the full cost of the course including tuition, entrance or registration fees, laboratory fees and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.

(b) Upon completion of such course, the employee shall provide a written summary of the course content, outlining the matters covered, the results achieved, and a brief statement of the value of the course. The above summary will be written on the Employer's time within a mutually acceptable period of time.

**17.3 Staff Meetings and In-Service Education**

(a) Subject to the operational requirements of the Employer, leave of absence without pay of up to one (1) year will be granted to employees requesting such leave provided such educational leave is to take educational programs or special training that will be of benefit to the Employer.

(b) Employees scheduled by the Employer to attend in-service education seminars and/or staff meetings shall be paid at straight-time for the duration of a minimum of two (2) hours, whichever is greater.

Where mandatory training impinges upon the employee's regular days of rest as provided under Article 15.8, an alternate day(s) of rest will be scheduled at a mutually agreeable time within the pay period preceding or following the training.

(c) Where the in-service education takes place outside of the employee's regularly scheduled work hours or days, and attendance is voluntary, the employee will not be paid.

**ARTICLE 18 - OVERTIME****18.1 Definitions**

(a) "*Overtime*" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work, as per Article 15.2.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.

- (d) "Double-time" means twice (2x) the straight-time rate.
- (e) "Double-time and one-half" means two and one-half times (2½x) the straight-time rate.

**18.2 Authorization**

An employee who is required to work overtime shall be entitled to overtime when:

- (a) the overtime worked is authorized in advance by the Employer; or
- (b) the employee does not control the duration of the overtime worked.

**18.3 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of regularly scheduled hours as outlined in Article 15.2.
- (b) Overtime compensation shall be paid at the applicable overtime rate for all time worked pursuant to Article 17.4 below.

**18.4 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½x) for the first three (3) hours of overtime on a regularly scheduled workday; and
- (b) double-time (2x) for hours worked in excess of the three (3) hours overtime specified in (1) above;
- (c) time and one-half (1½x) for all hours worked on a day of rest;
- (d) double-time (2x) for all hours worked on the second and subsequent day(s) of rest.

Overtime pay entitlements for part-time and casual employees shall reflect the provisions of Article 18.11.

**18.5 Overtime on Day Off**

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled. In the event that less than twenty-four (24) hours' notice is given, the double-time rate shall apply.

**18.6 Overtime Pay**

Overtime pay shall be paid to the employee in the pay period immediately following the pay period in which the overtime was earned except as provided in Article 17.7 below.

**18.7 Meals During Overtime**

Where a minimum of two (2) hours of overtime is required the Employer will provide a meal at the Centre or compensate the employee who does not work at the Centre at the following rate:

Breakfast: .....	10.00
Lunch: .....	12.00
Dinner: .....	20.00

**18.8 No Layoff to Compensate for Overtime**

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

**18.9 Callout Provisions**

Employees called to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates.

**18.10 Overtime for Part-Time and Casual Employees**

(a) A part-time or casual employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee (full-time workday for Cook and Kitchen Helper is understood to be ten [10] hours).

(b) A part-time or casual employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee,

(c) Overtime rates as per Article 18.4 shall apply to hours worked in excess of (a) and (b) above.

**18.11 Overtime**

(a) Subject to the provisions in Article 17.11 (b), employees have the right to refuse to work overtime without being subject to disciplinary action.

(b) Required overtime will be requested of employees starting with the most senior to the most junior from that classification. In the event that no one within the classification agrees to work voluntarily, the most junior qualified employee will be required to work.

**ARTICLE 19 - PAID HOLIDAYS****19.1 Paid Holidays**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

(c) This benefit applies to employees with a minimum of thirty (30) days' service who have worked fifteen (15) days in the thirty (30) calendar days immediately preceding the statutory holiday and will be prorated for part-time employees.

(d) An employee who has worked for the Employer for thirty (30) calendar days, shall be entitled to paid holidays with pay as follows:

(1) An employee with a regular schedule of hours, who has worked at least fifteen (15) of the thirty (30) calendar days prior to a paid holiday, is entitled to a regular day's pay for the holiday (prorated for part-time employees).



(2) An employee who does not have a regular schedule of hours, but who has worked at least fifteen (15) of the last thirty (30) days before a paid holiday, shall be entitled to prorated pay in accordance with the *Employment Standards Act*.

(3) If an employee is on annual vacation or other paid leave, the employee's vacation days or paid leave days are counted as days worked when determining paid holiday eligibility.

### **19.2 Religious and Ethno-Cultural Holidays**

An employee who works Boxing Day or Easter Monday may take one (1) or two (2) paid days off to observe in exchange for two (2) paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 18.1 (Paid Holidays).

### **19.3 Other Observances**

(a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave will not be unreasonably withheld.

(b) Employees will provide the Employer with the dates of the four (4) days for which leave will be requested. A minimum of two (2) weeks' notice is required for leave under this provision.

### **19.4 Paid Holidays for Part-Time Employees**

(a) Regular part-time employees will accumulate a paid holiday bank based on four point two percent (4.2%) of their regular straight-time hours in each pay period including all additional hours worked.

(b) When a paid holiday occurs, and where the employee's paid holiday bank contains sufficient hours, the employee will be able to draw from her paid holiday bank the hours required to cover the paid holiday or paid holiday lieu day. If the employee's paid holiday bank does not contain an amount sufficient to cover the holiday, the employee may opt to draw from her vacation or overtime banks to top-up pay for the holiday or take a day off without pay or with partial pay.

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

When any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the employee shall receive a floating day off in lieu which may be taken at any time as mutually agreed between the employee and the Manager, subject to availability and operational needs; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the employee shall receive a floating day off in lieu which may be taken at any time as mutually agreed between the employee and the Manager, subject to availability and operational needs.

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

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

(b) If the employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the rate of time and one-half (1½x) at the applicable overtime rate.

(c) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive time and one-half (1½x) for all hours worked plus a day off with pay at a time chosen by the employee or double-time and one-half (2½x) for all hours worked.

**19.7 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 time and one-half ( $1\frac{1}{2}x$ ) for hours worked, plus a day off in lieu of the holiday, or compensated at the rate of double-time and one-half ( $2\frac{1}{2}x$ ) with no additional time off. The scheduling of the lieu day shall be pursuant to Article 18.12.

**19.8 Holiday Coinciding With a Day of Vacation**

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

**19.9 Working on a Day of Rest**

An employee who is called to work on a day of rest that is also a proclaimed statutory holiday shall be compensated as follows:

Regular overtime compensation for the day pursuant to Article 17.4, in addition to the statutory holiday premium for all hours worked on the holiday, plus scheduled time off in lieu of the hours that were worked on the statutory holiday.

**19.10 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas or the following New Year's Day off, where the employee so desires.

**19.11 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the thirty (30) days preceding the paid holiday, in which case he/she shall receive the higher rate.

**19.12 Lieu Days**

Specified dates requested for lieu days arising from designated paid holidays shall be submitted by the employee in writing to the department supervisor within the pay period following the paid holiday as follows:

- (a) scheduled into the roster in conjunction with regular days off or simply;
- (b) taken at random.

Request for lieu days shall not be unreasonably withheld.

**ARTICLE 20 - VACATION****20.1 Annual Vacation Entitlement**

- (a) "*Vacation year*" for the purpose of determining vacation entitlement is the period from July 1 to June 30. A full-time employee shall be entitled to vacation on the following basis:

*Employees:* for the purpose of determining vacation entitlement is the period from January 1 to December 31.

0-1 year .....	6%
2-6 years.....	15 working days
7-13 years.....	20 working days
14-19 years.....	25 working days
20+ years.....	30 working days

Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

A part-time employee shall be entitled to the same vacation time off as a full-time employee based on service, and the vacation pay shall be calculated on the basis of six percent (6%), eight percent (8%), and ten percent (10%), of basic earnings accordingly.

(b) Part-time employees whose employment commenced prior to March 1 in any given year, and who have been in the service of the Employer for less than one (1) year may schedule vacation in accordance with Article 19.4 of this agreement, or by March 1 advise the Employer of their intent to exercise their option under 19.1(d).

(c) Employees, whose employment commenced prior to January 1, in any given year, and who have been in the service of the Employer for less than one (1) year may schedule vacation in accordance with Article 19.4 of this agreement, or by March 1 advise the Employer of their intent to exercise their option under 19.1(d).

(d) Part-time employees who commence employment on or after March 1 in any given year shall be entitled to receive annual vacation payout in the first pay period in July or request prior to July 1 accrued vacation entitlements to be taken, by mutual agreement between the employee and the Employer.

## **20.2 Vacation Earnings for Partial Years**

In the case of partial years of service, vacation entitlements shall be computed on a pro rata basis.

## **20.3 Vacation Scheduling**

(a) The scheduling and completion of vacations shall be on a calendar year basis.

(b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.

(c) Vacations shall be granted on the basis of service seniority within a department.

(d) An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of workdays, he/she shall be entitled to use his/her seniority for only one such group of days in a calendar year.

(e) Vacation schedules shall be circulated for staff application by February 1 each year within each department and the completed schedule shall be posted by April 1.

(f) It will be the responsibility of the supervisor to post the schedule and notify absent employees.

(g) An employee who does not exercise his/her seniority rights within one (1) week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(h) An employee who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise his/her seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

- (i) An employee who is transferred at the request of the Employer shall have his/her vacation as originally scheduled, unless changed by mutual agreement.
- (j) Employees who do not select all their vacation covered in 20.3(e) by April 1 will have unselected periods of vacation assigned by the Employer.

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

In the event an employee is hospitalized during his/her vacation period, there shall be no deduction from vacation credits for such period of hospitalization and convalescence. 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 in writing and provide necessary documentation within seven (7) calendar days of returning to work.

#### **20.5 Callback on Vacation**

Employees who have commenced their annual vacation shall not be called back to work.

#### **20.6 Prime Time Vacation Period**

All employees shall be allowed to take at least three (3) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime time vacation period. The Employer shall make every reasonable effort to allow employees with more than three (3) weeks entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

#### **20.7 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependant, or where there is no known dependent, to the employee's estate.

### **ARTICLE 21 - SICK LEAVE**

#### **21.1 Sick Leave**

(a) *Full-Time Employees:*

- (1) Full-time employees shall earn sick leave credits at the rate of one (1) day per month.
- (2) Full-time employees shall accumulate sick leave credits to a maximum of ninety-five (95) days.

(b) *Part-Time Employees:*

- (1) Part-time employees shall earn sick leave credits as per Article 21.1(a)(1) on a prorated basis. The prorated basis shall be the number of hours worked in a month by the part-time employee as compared to the number of hours a full-time employee in the same classification as the part-time employee works in a month.
- (2) Part-time employees shall accumulate sick leave credits to a maximum of ninety-five (95) days.

(c) The employee shall inform the Employer as soon as possible prior to the start of his/her shift of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

In no case shall sick leave for any one (1) absence exceed a period of ninety-five (95) working days. When the provisions of this plan have been exhausted, eligible employees may apply to the Long-Term Disability Plan. Employees, not less than one (1) hour prior to the start of their shift, must speak directly

to the Warehouse Manager, or the Operations Manager (with the exception of Saturday and Sunday, and they are required to leave a message with the answering service prior to missing their shift) when calling in to report their absence.

(d) The Employer shall maintain sick leave records to ensure the sick leave accrual bank for each employee is accurate and up to date. Access to these records shall be made available to the particular employee involved upon written request.

(e) The Employer may request a doctor's certificate after an absence of three (3) days or greater. If the Employer requests further medical information, the cost will be borne by the Employer any time a negative pattern of absences is noted, at the Employer's request.

### **21.2 Long-Term Disability**

(a) Employees hired after the ratification date of this agreement and who have completed their probationary period, and meet the eligibility requirements of the plan will be required to participate in the existing Long-Term Disability Plan now in effect for employees of the Employer and will be provided with a copy of said plan. Employees will pay the premiums for the plan.

(b) After twelve (12) months on long-term disability (LTD), an employee will be paid out any unused vacation credits and lieu day credits. All RRSP funds will be frozen with the exception of the employee's contributions which are accessible at any time. The Employer's contributions are only available upon termination of employment. The position that was held by the employee may be posted and filled by the Employer. If the employee returns to work, that employee will have the right to be placed into any vacancies which are comparable to his/her former position.

## **ARTICLE 22 - LEAVES**

### **22.1 Bereavement Leave**

(a) In the event of bereavement in the immediate family, employees, who have completed their probation period, will be granted, upon request, up to five (5) consecutive workdays leave without loss of pay.

(b) Immediate family shall include a parent, grandparent, spouse, common-law spouse, brother, sister, child, grandchild, mother-in-law, father-in-law, legal guardian, and legal ward and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of other relatives of the employee, one-half (½) day leave with pay to attend the funeral will be granted.

(d) The Employer may grant such additional unpaid days to those provided in (a) and (c) above as it deems appropriate.

### **22.2 Jury Duty**

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

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

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

### **22.3 Family Illness**

It is recognized that in today's labour force, with both parents working and the reality of many single parent families, situations occur from time to time when matters need to be taken care of.

Up to three (3) days paid leave per calendar year will be granted to meet responsibilities related to care, health and education of a child or any other member of the employee's immediate family. An additional three (3) days of unpaid leave will be granted for the same purpose.

Employees without children may use such leave for medical or dental appointments.

### **22.4 Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.

### **22.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave up to eight (8) weeks to employees, other than employees on leave without pay, who serve as jurors or 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.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **22.6 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

### **22.7 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 emergency or unusual circumstances, such request to be in writing and approved by the Employer. When such leave is authorized, seniority will be adjusted

health and welfare benefits may be maintained at the employee's expense; vacation entitlement accruals and sick leave shall discontinue for the duration of the leave.

### **22.8 Leave for Medical and Dental Care**

Twice in each calendar year, if an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment that cannot be scheduled in off-work hours, provided he/she has been given prior authorization by the Employer, such absence shall be neither charged against the employee's accumulated sick leave, nor shall the employee suffer any loss of income. Such absences should not normally exceed two (2) hours during a regular workday. Employees may be required to submit satisfactory proof of appointments.

### **22.9 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. Notwithstanding Article 13, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 27.

## **ARTICLE 23 - MATERNITY & PARENTAL LEAVE**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

### **23.1 Maternity Leave**

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no later than seventeen (17) weeks after the leave begins.
- (c) A request for shorter period under Article 23.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

**23.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birth mother, up to sixty-one (61) consecutive weeks commencing immediately following the end of the maternity leave under Article 23 (Maternity and Parental Leave),
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78)-week period following the birth of the child,
  - (3) in the case of an adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78)-week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2)-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

**23.3 Leave Without Pay**

All leave taken under Article 22 (Maternity and Parental Leave) is leave without pay.

**23.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 23.1 (Maternity Leave) and 23.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed seventy-eight (78) weeks, except as provided under Article 23.1(f) (Maternity Leave) and/or 23.2(c) (Parental Leave).

**23.5 Return from Leave**

- (a) On return from leave, an employee will be placed in her former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 23.1 (Maternity Leave) or 23.2 (Parental Leave).

**23.6 Benefit Plan**

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

**23.7 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority she had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one (1) month prior to the expiration of the leave of her intent to return to her position unless notice is provided pursuant to Article 13.5 (Loss of Seniority) and/or Article 23.9 (Extended Child Care Leave).



- (c) The employee will be deemed to have resigned on the date upon which her leave commenced if notice is not given or she does not return to work.

### **23.8 Sick Leave Credits**

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

### **23.9 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 23.1 (Maternity Leave) and 23.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in her former position.

## **ARTICLE 24 - OCCUPATIONAL HEALTH & SAFETY**

### **24.1 Occupational Health and Safety Committee**

- (a) The parties agree that the Joint Occupational Health and Safety Committee will be maintained. The Committee should govern itself in accordance with the provisions of the Occupational Health and Safety Regulations pursuant to the *Workers Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.
- (b) The Occupational Health and Safety Committee will meet once a month at a time mutually agreed upon by the Chairs. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular working hours. Every effort will be made to schedule meetings within regular hours. In the event meetings cannot be scheduled within regular hours, it is understood that no overtime pay will apply to hours spent in Occupational Health and Safety meetings.
- (c) Without limiting the generality of the foregoing, the Committee shall:
- (1) Determine that specific workplace inspections have been carried out at least twelve (12) times per year on the second (2<sup>nd</sup>) week of the month. These regular inspections shall be made of all places of employment, including buildings, structures, grounds, vehicles, tools, equipment, machinery and work methods and practices. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions or conditions that may harm the environment.
  - (2) Ensure that accident and incident investigations have been made.

- (3) Recommend measures required to attain compliance with appropriate laws or which will correct hazardous conditions or conditions which may harm the environment.
  - (4) The parties shall participate in and keep a record of all types of inspections and work refusals.
  - (5) Solicit and consider recommendations from the workforce with respect to health, safety and environmental matters and recommend implementation where warranted.
  - (6) Hold regular meetings at least twelve (12) times per year on the second (2<sup>nd</sup>) week of the month or more frequently if mutually agreed upon by the union and the employer co-chairpersons for the review of:
    - (i) reports of current accidents, industrial diseases, and environmental accidents and incidents, and their causes and means of prevention;
    - (ii) remedial action taken or required by the reports of investigations or inspections;
    - (iii) any other matters pertinent to health, safety, and the environment.
  - (7) Have access to and promptly receive copies of all reports, records, and documents in the Employer's possession or obtainable by the Employer pertaining to health, safety or environmental matters
- (d) Time spent by members of the Committee in the course of their duties shall be considered as time worked. This shall include all time spent out of the plant on health, safety, and environmental matters including appeals.

## **24.2 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Factories Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this clause.

## **24.3 Aggressive Behaviour**

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) Where employees may be at risk from aggressive behaviour, in service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

## **24.4 Workplace Hazards**

- (a) The Employer agrees that the Union appointed OSH Representative shall have the right to investigate safety hazards at the workplace at any time. Safety hazards include any procedure, part of a workplace, or place external to the workplace which has been or potentially could be affected by the workplace, a substance transported from the workplace, or a substance released from the workplace or any equipment, machine, device, article or thing which may harm a person or the environment.

- (b) If an OSH Representative member determines that a safety hazard exists the member may direct the Employer to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.
- (c) In the event of a disagreement that an unsafe condition exists; it is agreed that the Committee will seek the professional opinion of a third party to either determine that no safety hazard exists or offer a solution to resolve the safety hazard.
- (d) If the Employer receives a direction under (c), the Employer shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person or the environment.

#### **24.5 Right to Refuse Unsafe or Unhealthy Work**

- (a) The Employer shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them, any person or the environment.
- (b) If a worker exercises his or her right to refuse he or she shall notify the supervisor and a union member of the Health, Safety and Environment Committee. He or she shall stand by in a safe place and participate fully in the investigation of the hazard.
- (c) At every stage the Employer shall ensure that no other worker is asked or permitted to perform the work of the worker who refused.
- (d) A supervisor or employer receiving a report must immediately investigate the matter and
  - (1) ensure that any unsafe condition is remedied without delay , or
  - (2) if in his or her opinion the report is not valid, must so inform the person who made the report
  - (3) the Employer will notify the Occupational Health and Safety Representative of the investigation
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the *Workers Compensation Act*, its regulations and codes of practice and environmental laws, regulations or codes of practice.
- (f) No employee, with just cause, shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, a fetus, a workmate or the public, the environment or where it would be contrary to the applicable provincial, or municipal health and safety or environmental laws, regulations or codes of practice.
- (g) For the employee who refuses work, with just cause, under Section 5 and all employees affected by the refusal, and any direction under Section 4 there shall be no loss of pay, seniority or benefits during the period of refusal.
- (h) If a work is deemed safe by a provincial Health and Safety Officer, the member may appeal the decision to an Appeals Officer within ten (10) days as per WCB Regulations. If the Appeals Officer deems no danger, the member maybe subject to progressive discipline after all appeals or grievance procedures have been exhausted.

#### 24.6 Accident and Incident Investigations

- (a) Every injury or near-miss which involved or would have involved a worker going to a first aid attendant, doctor or hospital must be investigated. As well, incidents involving releases of hazardous substances to the air, land or water systems must be investigated.
- (b) The union designate and the employer designate of the Committee shall investigate the accident or incident, or where a police investigation takes place, the information regarding the accident or incident.

#### 24.7 Disclosure of Information

The Employer shall provide the Joint Health, Safety and Environment Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazard, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

#### 24.8 Ergonomics

Where an ergonomic concern is brought to the Employer's attention, the Employer shall ensure an ergonomic investigation takes place, as soon as possible, by a qualified person. An OSH committee member will be present during investigation.

#### 24.9 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.
- (b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the Employer's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

#### 24.10 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to the *Workers Compensation Act*.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

The parties agree to be bound by the regulations of the Workers' Compensation Board of BC and any order issued pursuant to these regulations.

#### 24.11 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 his/her shift without deduction from sick leave.

#### 24.12 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. Further, if it is deemed necessary by a medical attendant, transportation home from work, from the hospital, or from a physician's office shall also be at the expense of the Employer.

An employee who is injured on the job and who is in receipt of Workers' Compensation benefits shall continue to accrue seniority and vacation entitlements for a period of three (3) months.

#### 24.13 Hygiene

(a) *Hygiene facilities* - The Employer will supply soap and paper towels and maintain any supplies or equipment needed to ensure proper hygiene is being met in all washrooms and lunch rooms.

(b) *Communicable Diseases*

(1) The parties to this agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person with a communicable disease, the Employer shall advise such employees that such person and/or possessions may be so affected.

(2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.

(3) In respect of communicable diseases, the parties agree to review and establish policies on issues including:

(i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(ii) post-exposure protocols.

(4) The parties agree that the Communicable Disease Advisory Committee of the Ministry of Health may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(5) Where any costs are incurred by a recommendation of the parties, it shall be borne by the Employer.

#### 24.14 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

#### 24.15 Training

The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting, safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

Where an employee is required by the Employer to attend a course for the purpose of training, there shall be no loss of pay on the part of the employee. Any other expenses associated with the training shall be borne by the Employer.

**24.16 Check-in**

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

**24.17 Protective Clothing**

- (a) Existing employees as of March 31, 2015, will receive up to a maximum of one hundred dollars (\$100) per year for slacks/jeans (no sweatpants/track pants) in the colors of dark blue or navy blue coats, with receipts.
- (b) All employees will be provided by the Employer, t-shirts, sweatshirts, rain jackets, pants, winter jackets, work pants, hats, toques, work gloves and Safety Vests.
- (c) After completion of sixty-six (66) workdays full-time, prorated for part-time/casuals upon proof of purchase, up to a maximum one hundred twenty dollars (\$120) in a one (1)-year period toward the purchase of safety boots/shoes for all employees required to wear them. If the employee leaves employment within one (1) year of receiving a payment, the prorated amount paid for boots/shoes will be deducted for final cheque calculation.

Employees will be allowed to wear cap-sleeveless tops with a collar throughout the year and, shorts during summer months. Shorts shall be of a standard acceptable to management in a solid color, and be no higher than two (2) inches above the knee.

**ARTICLE 25 - TECHNOLOGICAL CHANGE**

The procedures to be followed by the Employer and the Union concerning technological changes shall be in accordance with governing labour legislation.

**ARTICLE 26 - CONTRACTING OUT**

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

**ARTICLE 27 - HEALTH AND WELFARE****27.1 Eligibility**

Coverage for a regular employee who works twenty-five (25) hours or more under these plans will commence on the first day of the month following the month in which the employee successfully completes their probation.

All employees who regularly work forty (40) hours per week may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium for the employee only commencing with the month-end payment following the decision of the employee to enrol.

**27.2 Termination**

Coverage under these Plans will terminate as follows:

- (a) AD&D LTD ends on the last day of work unless notice is paid in lieu;

- (b) Health and Dental coverage ends on the last day of the month after last day of work.

### 27.3 Long-Term Disability

The Employer will provide a long-term disability plan.

### 27.4 Extended Health, Dental and Group Life Benefits

- (a) The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The master contract shall be controlling in all matters.
- (b) The current practice of the Employer with regard to benefits and cost-sharing outlined in the "Taking Care" benefits booklet is acceptable and shall continue for the term of this agreement.
- (c) It is agreed the Employer may change carriers and plans from time to time without penalty provided that any new package of benefits plans will provide for an option which is equivalent to the then current benefits. The Employer will provide a copy of the new plan.
- (d) Where applicable premium costs should include coverage for the employee's spouse and for dependants.

### 27.5 Employee Assistance Program (EAP)

- (a) The Employer agrees to make available to all employees, regardless of status/classification, a national Employee Assistance Program specifically designed to assist employees.
- (b) The program will offer professional and confidential assistance and support through problem, assessment and treatment.

### 27.6 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical exam required under any sick leave plan.

### 27.7 Registered Retirement Savings Plan

- (a) Permanent full-time or part-time employees who have completed three (3) months of service will be eligible to enroll in the Group RRSP Plan outlined in the "*Group Registered Retirement Savings Plan for the Employees of the Salvation Army in Canada*".
- (b) All employees shall be provided with the group RRSP kit/enrolment package.
- (c) The Employer will contribute a percentage based on length of service, according to the following schedule:

Years of Service	Employer Contributions
On the completion of employee probation	4% of regular earnings
On the completion of five (5) years of service (commencing on the sixth [6 <sup>th</sup> ] year of employment)	5% of regular earnings
On the completion of ten (10) years of service (commencing the eleventh [11 <sup>th</sup> ] year of employment)	6% of regular earnings

- (d) All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the Plan.
- (e) Employer contributions may be withdrawn only when an employee terminates employment with the Employer or upon severance from the Employer. The RRSP account is in the employee's name and belongs to the employee fully.
- (f) When an employee terminates employment with the Employer they can elect from the options on the appropriate form provided by the Employer. Upon severance from the Employer, the RRSP account in the employee's name belongs totally to the employee.
- (g) Employees may make voluntary contributions over and above the basic contributions of the Employer. The employee voluntary contributions may be withdrawn once per calendar year.
- (h) The Employer will match the voluntary contributions to a maximum as indicated below:
- (1) on the completion of probation the Employer will match voluntary contributions to a maximum of two percent (2%) of regular paid earnings;
  - (2) on the completion of ten (10) years of service (commencing the eleventh [11<sup>th</sup>] year of employment) the Employer will match voluntary contributions to a maximum of three percent (3%) of regular paid earnings.
  - (3) Contributions to a spousal account will not be matched.
- (i) The employee voluntary contributions may be withdrawn once per calendar year.

## **ARTICLE 28 - PAYMENT OF WAGES & ALLOWANCES**

### **28.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

### **28.2 Paydays**

- (a) Employees shall be paid every other week.
- (b) The Employer shall provide for the direct deposit/electronic funds transfer of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.

### **28.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix A and are effective on the dates specified in Appendix A.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

### **28.4 Shortage of Pay**

The Employer and the Union agree that there will be a twenty-five dollar (\$25) penalty paid by the Employer if there is a shortage of pay.



The following guidelines will apply:

- Where the error was the responsibility of management based on money not paid on the next pay cycle.

### **28.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paying position, he/she shall receive the rate of pay for that position.

### **28.6 Downward Reclassification of Position**

- If an employee is reclassified to a lower rated position classification, the employee will have his/her wage rate frozen and will continue to be paid the rate of his/her old position until such time as the rate of his/her new position equals or exceeds the rate of his/her old position or if an employee is reclassified to a lower rated position due to performance reasons then the provisions of this clause do not apply.
- The employee shall not receive any negotiated salary increases until such time as the rate of the new position equals or exceeds his/her frozen wage rate.
- If an employee voluntarily requests a downward reclassification, then the provisions of this clause do not apply.

### **28.7 Substitution Pay**

- An employee temporarily substituting in or performing the principal duties of a higher paying position, for a minimum of one-half ( $\frac{1}{2}$ ) day, will receive the regular rate for that classification for the period of substitution.
- When operationally feasible, in the view of the Employer, substitution to a higher paying classification shall be offered to employees in the next lower classification possessing the knowledge, skills, qualifications, availability and ability required for the higher paying position, in order of seniority.
- An employee temporarily substituting in, or performing the principal duties of a lower paying classification, at the Employer's request, shall receive their normal rate of pay.
- An employee temporarily substituting in, or performing the principal duties of a supervisor's position, at the Employer's request, shall receive an extra one (1) dollar per hour.

### **28.8 Mileage Allowance**

- Vehicle allowances for all miles travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties.
- Effective the date of the signing of this agreement, the rates shall be forty-six cents (46¢) per kilometre or the SANRO Employer policy, whichever is greater.

### **28.9 Meal Allowance**

Employees who are required to travel shall be reimbursed for meals in accordance with the following:

<b>Meal</b>	
Breakfast	10.41
Lunch	12.75
Dinner	22.50

**28.10 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

**28.11 Weekend Shift Premium**

Employees who are required to work on a Saturday and/or Sunday shall receive a shift premium of fifty cents (50¢) per hour for all hours worked on these days.

**ARTICLE 29 - CLASSIFICATION AND RECLASSIFICATION****29.1 Job Description and Classification**

There shall be classifications as defined in Appendix A.

The Employer agrees to supply the President of the Union, or his/her designate, with the job descriptions for those classifications in the bargaining unit, and all updated job descriptions. Job descriptions will be posted at the workplace.

**29.2 Changed Classifications**

The Employer shall provide to the Union, descriptions of new or altered classifications prior to their implementation, and no such job will be posted or filled until the Union has received a copy of the job description and met with the Employer in an effort to agree on a rate for the job. It is agreed that the parties shall meet as soon as practicable and following such meeting the Employer shall fill the position, even though agreement has not been reached on a rate for the job.

Should the parties fail to reach agreement on the rate for the new position, the matter can be referred to arbitration by either party for a final and binding decision. The parties shall choose from the arbitrators listed in Appendix C to this agreement.

**ARTICLE 30 - GENERAL****30.1 Political Activity**

- (a) If an employee is nominated as a candidate for election to full-time municipal, provincial or federal office, the employee shall be granted leave of absence without pay.
- (b) Conditions of the leave with respect to health and welfare benefits, seniority and vacation entitlement shall be as per Article 21.7 of this agreement.
- (c) If not elected, or at the conclusion of the term of office, the employee shall be allowed to return to an available position within his/her former classification.

**30.2 Copies of Agreements**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason the Union and the Employer shall print sufficient copies of the agreement for distribution to employees within sixty (60) days of signing of the agreement. The cost of printing shall be borne equally by both parties.

**30.3 Personal Duties**

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

#### **30.4 Rest Break Facility**

The Employer agrees to provide a designated rest area which is for the use of employees. The Employer will also provide a clearly identified private washroom "*Employee Only Washroom Facility*".

#### **30.5 Rehabilitation/Volunteer Participation**

- (a) It is agreed that volunteers will not be used to fill established positions within the bargaining unit.
- (b) For the term of this agreement the Employer agrees to supply the Union on a quarterly basis, with the total number of hours which volunteers have worked during the quarter.

#### **30.6 Employee Purchases**

The Employer is prepared to continue the practice of employee purchases within the Salvation Army National Employee Purchase Policy.

#### **30.7 Indemnity**

Except where there has been negligence on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

### **ARTICLE 31 - TERM OF AGREEMENT**

#### **31.1 Duration**

This agreement shall be binding and remain in force and effect from April 1, 2021 to midnight, March 31, 2024, unless otherwise provided in this agreement.

#### **31.2 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, 2023 but in any event not later than midnight, January 31, 2024.
- (b) Where no notice is given by either party prior to January 31, 2024 both parties shall be deemed to have been given notice under this section on January 31, 2024 thereupon Article 30.3 of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

#### **31.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 30.2 of this article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

#### **31.4 Change in Agreement**

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

**31.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**31.6 Effective Date of Agreement**

The provisions of the collective agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this collective agreement.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

DocuSigned by:  
*Stephanie Smith*      October 12, 2021  
0B01B307B8FF40D...  
Stephanie Smith  
President

DocuSigned by:  
*John Thompson*      October 7, 2021  
2BE647330F224EA...  
John Thompson  
Manager, Labour Relations

DocuSigned by:  
*[Signature]*      October 7, 2021  
5E8F14766E114FB...  
Barry McGarva  
Bargaining Committee

DocuSigned by:  
*Josie Delpriore*      October 7, 2021  
34D6475F4BBD47C...  
Josie Delpriore  
Territorial Director of Employee Relations

DocuSigned by:  
*Tyler Lee*      October 8, 2021  
54930048457F4C6...  
Tyler Lee  
Bargaining Committee

DocuSigned by:  
*Kim Shelley*      October 8, 2021  
B306AGD66EFE41E...  
Kim Shelley  
Staff Representative

Dated: October 12, 2021

**APPENDIX A  
Wage Schedule**

<b>Classification</b>	<b>April 1, 2020</b>	<b>April 1, 2021 (75¢)</b>	<b>April 1, 2021 (3%)</b>	<b>April 1, 2022 (3%)</b>	<b>April 1, 2023 (1%)</b>
Driver	17.75	18.50	19.06	19.63	19.82
Shipper/Receiver	19.30	20.05	20.65	21.27	21.48
Truck Helper	15.89	16.64	17.14	17.65	17.83
Warehouse Worker	15.89	16.64	17.14	17.65	17.83

The probationary rate will be one dollar (\$1) less per hour.

**APPENDIX B  
Casual Employees**

**1. Casual Employee**

A casual employee is one who is employed:

- (a) for relief purposes; and/or
- (b) to cover temporary workload situations.

**2. Casual Employee Probationary Period**

- (a) For the first four hundred eighty-eight (488) hours of service with the Employer, a casual employee shall be a probationary employee.
- (b) Should an extension of probation be necessary, it will be for just cause and for a period not to exceed four hundred eighty-eight (488) hours. The employee shall be advised, in writing, during the initial probation period for the reasons for the extension.
- (c) The test for just cause for rejection during probation shall include a test of suitability which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position as well as consistent availability for shift(s) of the probationary employee for continued employment in the position to which they have been appointed.
- (d) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 13.3.

**3. Casual Employee Availability**

- (a) Casual employees shall be called within the same classification by seniority, when no regular part-time employees are available.
- (b) Casual employees by the fifteenth (15<sup>th</sup>) of each month shall inform their Supervisor or designate in writing stating their availability for the upcoming month. They shall be called based on their stated availability. Refusal of more than three (3) shifts in a calendar year for which they have indicated their availability will result in their being dropped from the casual list unless a reasonable explanation is provided.
- (c) It is understood that it is an operational necessity that casual employees be available for work on a consistent basis, outside of approved leaves of absences, in order to maintain their place on the casuals seniority list. Failure to advise on availability as per (b) above, and/or non-availability for two (2) full months, will be grounds for removal from the casual roster.

**4. Seniority**

(a) Casual employees shall accrue seniority on a straight-time hourly basis and are covered by all provisions of the collective agreement except articles:

- Article 12.3 ..... Re-Employment
- Article 14 ..... Layoff and Recall
- Article 15.3 ..... Work Schedules
- Article 17.7 ..... Compensating Time Off
- Article 19 ..... Vacation Entitlement
- Article 20 ..... Sick Leave
- Article 21 ..... Special and Other Leave
- Article 22 ..... Maternity, Parental and Adoption Leave
- Article 26 ..... Health and Welfare (except 26.5)

**5. Work Experience Participants**

(a) The utilization of Work Experience Participants shall not result in the reduction of hours or the layoff of any regular employees or the replacement of bargaining unit work.

(b) For relief purposes in bargaining unit positions, casual employees shall be called before any Work Experience participants.

**6. WCB**

Upon return to work from receiving WCB, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.

Casual employees shall be entitled to any debriefing and/or counselling in relation to involvement in a traumatic or violent incident.

**7. Call-in Procedure:**

Each department shall maintain a call-in log for the purpose of recording replacement of personnel:

- (a) Employees will complete an availability sheet by the fifteenth (15<sup>th</sup>) of each month.
- (b) Unscheduled part-time staff will be called first.
- (c) Casuals will be called next as per seniority.
- (d) A seniority list will be included in the log book.
- (e) As per the availability list, employees will be called in the order of seniority.
- (f) One (1) phone call will be made to a phone, pager, or cell phone, whichever the employee has designated as the direct communication.
- (g) Messages will be left for a response within fifteen (15) minutes if no return call.
- (h) If no response, go to the next person on the list.
- (i) A casual employee who does not work for four (4) months shall be removed from the casual employee list.

The call-in log record shall record the following:

- (a) Employee called and phone number

- (b) Shift left vacant
- (c) Date
- (d) Time of call
- (e) Response to call, e.g. refusal, acceptance, decline

Should matters arise out of the above procedure, the Labour/Management Committee shall have jurisdiction to deal with any issues or to change/modify the memorandum with the agreement of the Bargaining Committee.

#### **8. Vacation**

Casual employees receive six percent (6%) vacation pay.

### **APPENDIX C Arbitrators**

Emily Burke  
Brian Foley  
Ron Kearns  
Heather Laing  
Dave McPhilips

### **LETTER OF UNDERSTANDING #1 Harassment Definitions**

"*Discrimination*" includes any discrimination and/or harassment contrary to provincial Human Rights legislation, which includes discrimination and/or harassment based on the following protected grounds:

- Race, colour, ancestry, citizenship, ethnic origin or place of origin
- Creed, religion
- Age
- Sexual orientation
- Family, marital or same-sex partnership status
- Disability or perceived disability (including the dependence on alcohol or drugs)
- Gender

"*Discriminatory harassment*" includes comments or conduct based on the protected grounds outlined in provincial Human Rights legislation where it is offensive or not welcomed by the individual. Some examples of discriminatory harassment are:

- Offensive comments, jokes or behaviour that disparage or ridicule a person's race, religion, sexual orientation, gender, creed or disability
- Imitating a person's accent, speech or mannerisms
- Persistent or inappropriate questions about whether a person is pregnant, has children or plans to have children
- Inappropriate comments or jokes about an individual's age, sexual orientation, personal appearance or weight (whether they are under or over weight)
- Refusal to associate or work with an individual because of their age, race, color, creed or any other protected attribute

- Creating, displaying or distributing derogatory or offensive written materials that imply the inferiority of a protected group of people.

"*Harassment*" includes discriminatory harassment, psychological harassment, sexual harassment and personal harassment, retaliation against any individual who makes a bona fide complaint in compliance with this policy, participates, or cooperates in an investigation will be considered harassment.

"*Personal harassment*" derogatory conduct or behaviour that intimates or belittles an individual or group of individuals.

"*Poisoned work environment*" involves situations where one individual is not directly targeted. It includes situations where harassing comments and/or conduct can create a hostile work environment. Some examples of actions that can create a poisoned work environment include:

- Displaying offensive or sexual materials such as posters, pictures, calendars, websites, or screen savers.
- Distributing offensive email messages, or attachments such as pictures or video files.
- Practical jokes that embarrass or insult an individual or group of individuals.
- Jokes or insults that are offensive, racist or discriminatory in nature.

"*Psychological harassment*" includes humiliating or bullying behaviour that may include the following components:

- It is generally repetitive, although a single serious incident of such behaviour may constitute psychological harassment if it undermines the recipient's psychological or physical integrity and has a lasting harmful effect.
- It is hostile, abusive or inappropriate.
- It affects the persons' dignity or psychological dignity.
- Can result in a poisoned work environment.

"*Sexual harassment*" includes conduct or comments of a sexual nature that are not welcome or are offensive. This includes, but is not limited to, negative or inappropriate conduct and/or comments that are not necessarily sexual in nature, but which are directed at an individual because of his/her gender.

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

#### **Video Monitoring**

Whereas the Employer has installed video monitoring equipment in the worksites, the Union has expressed its concern with respect to the use of such video monitoring equipment, the parties agree as follows:

- (a) Video monitoring equipment will be used to protect the safety of employees, and secure the Employer's property. The Employer shall disclose to the employees the location of any and all monitoring cameras.
- (b) Video records will be kept confidential. Access will be limited to those individuals requiring access, designated by the Employer.
- (c) Video monitoring equipment will not be installed by the Employer in staff washrooms, lunchrooms, locker areas and employee lounges.



(d) The Employer will consult with employees in the department where the video monitoring equipment is or will be installed to ensure that the equipment is installed in the appropriate location to ensure employee safety.

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