

**COLLECTIVE AGREEMENT**

**between the**

**INTER-CULTURAL ASSOCIATION OF GREATER VICTORIA**

**and the**

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

**Effective from April 1, 2021 to March 31, 2026**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to provide orderly collective bargaining between the Employer and BCGEU. Both the Employer and BCGEU agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.

The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter will be sent to arbitration as provided in Article 10 (Arbitration).

### 1.3 Conflict with Regulations

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

### 1.4 Use of Terms

- (a) Throughout this agreement, gender neutral terms will be used.
- (b) *Singular or Plural*

Wherever the singular is used the same will be construed as meaning the plural if the facts or context so require.

### 1.5 No Discrimination

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

The Employer and BCGEU agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity, gender expression, or criminal or summary conviction that is unrelated to the employment of that person.

## ARTICLE 2 - DEFINITIONS

### 2.1 Employees

- (a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Article 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this collective agreement.
- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this



agreement on a prorated basis inclusive of additional hours of work except as provided for in Article 27 (Health and Welfare Benefits).

(c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30 (Casual Employees).

## **2.2 Other Definitions**

(a) "Ability" includes the ability to interact effectively with clients.

(b) "Aboriginal" as defined in the constitution of Canada, "includes the Indian, Inuit and Métis peoples of Canada".

(c) "Classification" defined for the purposes of the collective agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.

(d) "Common-Law Spouse" and "Common-Law Partner" means two people who have co-habited as spousal partners for a period of not less than one year.

(e) "Day" is a calendar day, unless otherwise noted.

(f) "Electronic Communications" means electronic transmission of information that has been encoded digitally which could include, but is not limited to, email.

(g) "Gender Expression" means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.

(h) "Gender Identity" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.

(i) "Indigenous" has the same meaning as the term "Aboriginal" as defined in the Constitution of Canada, which "includes the Indian, Inuit and Métis peoples".

(j) "Union" means the Union that represents the employees in the certification.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Unit Defined**

The bargaining unit will comprise all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the *Labour Relations Code*.

### **3.2 Bargaining Agent Recognition**

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees covered by the certification.

### **3.3 Correspondence**

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

**3.4 No Other Agreement**

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

**3.5 No Discrimination for Union Activity**

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

**3.6 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. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) Where an employee requests steward representation and the Union has determined an appropriate steward is unavailable, a union staff person or local union officer designated by the Union will represent the employee.

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

(d) Where the shop steward's duties are such that they will unreasonably interfere with the proper operation of the Employer, such duties will be performed outside of normal working hours.

(e) The duties of stewards will 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 other related functions during ratification votes;
- (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
- (5) attending meetings called by the Employer.

**3.7 Union Meetings**

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the agency facilities to hold union meetings. Union meetings, including general and/or committee(s) meetings, held on employer premises will not interfere with the operation of the Employer.

**3.8 Union Communications**

(a) The Employer will provide a bulletin board for the exclusive use of the Union. The site will be determined by mutual agreement. The use of the bulletin board is restricted to the affairs of the Union.

- (b) The parties may, at the Labour Management Committee, agree upon another method of notifying employees of union business.
- (c) Employees who normally use the Employer's computers for work related business can occasionally access the Union's websites and an electronic copy of the collective agreement during breaks if it does not unreasonably interfere with the Employer's business.

### **3.9 Union Insignia**

A union member will have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such card will remain the property of the Union and will be surrendered upon demand.

### **3.10 Time Off for Union Business**

Leave of absence without loss of seniority will be granted:

- (a) *Without Pay*
  - (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) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
  - (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
  - (5) to stewards to maintain all bulletin boards;
  - (6) to employees designated by the Union to sit as observers on interview panels;
  - (7) to the grievor to attend an arbitration board or any other Labour Relations body;
  - (8) Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing will be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing will be granted that shift off without pay at the employee's request.
- (b) *Without Loss of Pay*
  - (1) to stewards, or their alternates, to perform their duties as per Article 3.6 (Recognition and Rights of Stewards);
  - (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

- (c) *With Straight-Time Pay*

To members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

- (d) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the

administration of (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article will include sufficient travel time, where necessary.

(e) *Collective Bargaining*

Time spent by employees who are members of the BCGEU Bargaining Committee will be without loss of pay for time spent in direct negotiations with the Employer for the renewal of this collective agreement.

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

(a) All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty will be considered to be absent without pay.

(b) Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

### **3.12 Labour Relations Code**

The parties hereto subscribe to the principles of the *Labour Relations Code* of British Columbia.

### **3.13 Emergency Services**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

## **ARTICLE 4 - UNION SECURITY**

(a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership. Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

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

The Employer will deduct from the gross 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.

Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted. All deductions will be remitted to the Union not later than 28 days after the date of deduction and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount will be the amount deducted.

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

The Employer will supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1<sup>st</sup> of the succeeding year.

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

#### **ARTICLE 6 - EMPLOYER AND UNION WILL 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. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce the employee to their steward.

The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. 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 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - EMPLOYER'S RIGHTS**

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

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

##### **8.1 Representation**

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

##### **8.2 Union Representatives**

The Employer agrees that access to its premises will be granted to representatives 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 or other union-related business. Representatives of the Union will notify the designated Employer's Official in advance of their intention and their purpose for entering and will not

interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

### **8.3 Labour Management Committee**

(a) There will be established a labour/management committee composed of two union representatives and two employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four union representatives and four employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad-hoc*" committees as it deems necessary and will set guidelines and operating procedures for such committees.

(b) The Committee will meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Union shall be compensated with straight-time pay. Compensation at a straight-time pay for work outside the Committee members' regular working hours is limited to a combined total of 24 hours per year.

(c) An employer representative and a union representative will alternate in presiding over meetings. Minutes of each meeting of the Committee will be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes will be distributed to the Union and the Employer within three working days.

(d) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and will not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

### **8.4 Technical Information**

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

(b) In January of each year the Employer will provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

## **ARTICLE 9 - GRIEVANCES**

### **9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including all Memoranda, Letters and Addenda attached to the collective agreement including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit will be resolved in accordance with the following procedures;

## 9.2 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor. The aggrieved employee will have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, the employee will not, where possible, act as a steward in respect of their own grievance, but will submit the grievance through another steward or union staff representative.

## 9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4 (Step 2), must do so not later than 30 days after the date:

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

## 9.4 Step 2

(a) Subject to the time limits in Article 9.3 (Time Limits to Present Initial Grievance), the employee 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 violated or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the designated local supervisor through the union steward.

(b) The local supervisor will:

- (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.

## 9.5 Time Limit to Reply to Step 2

(a) Within 10 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The shop steward and the representative of the Employer will fill out a "*shared fact sheet*" listing an agreed statement of facts. The "*shared fact sheet*" is on a "*without prejudice*" basis and will not be referred to by either party in any third-party proceedings.

(b) The Employer's designate at Step 2 will reply in writing to the Union within 14 days of receiving the grievance at Step 2.

## 9.6 Step 3

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

- (a) within 14 days after the reply has been conveyed to the employee by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.

### **9.7 Time Limit to Reply to Step 3**

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

### **9.8 Time Limit to Submit to Arbitration**

(a) Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (1) 30 days after the Employer's reply at Step 3 has been received; or
- (2) 30 days after the Employer's reply was due.

(b) Once the Employer has been informed of the intention to submit the dispute to arbitration the parties will exchange particulars and documents that have not already been provided. Where either party believes a document is confidential or private in nature, that party may withhold the document or produce it subject to mutually agreed conditions. A good-faith failure to identify and produce a relevant document at this stage does not prejudice a party's subsequent conduct of its case. Nothing in this article precludes a party from obtaining a disclosure order from an appointed arbitrator.

### **9.9 Failure to Act**

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, or six months passes from the time the Union President, or designate informed the Employer of their intention to submit a dispute to arbitration, the Employer may enquire, in writing, by priority courier, as to the status of the grievance. If, within 30 days of receipt of such letter, the Union has not advanced the grievance to the next step or submitted the grievance to arbitration, the grievance will be deemed to be abandoned unless the parties mutually agree otherwise. However, the Union will not be deemed to have prejudiced its position on any future grievance.

### **9.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail it will be deemed to be presented on the day on which it is postmarked and it will be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by priority courier, facsimile or electronic communication, as appropriate.

### **9.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 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 or 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.



**9.12 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) 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 will be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, will not have their grievance deemed abandoned through the filing of the complaint.

**9.13 Policy Grievance**

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 (Arbitration).

**9.14 Technical Objections to Grievances**

It is the intent of both parties of this agreement that no grievance will be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**9.15 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance.

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

Where a difference arises 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 9 (Grievances), notify the other party within 30 days of the receipt of the reply at the third step, that the grievance is to be submitted to arbitration. Such notice will be by priority courier, by facsimile or electronic communication, as appropriate.

**10.2 Appointment of the Arbitrator**

Where a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected from the agreed upon list outlined in Appendix B (List of Arbitrators). The individuals will be appointed in rotation unless they are unable to schedule the hearing within 60 days in which case the next individual

on the list will be appointed. Where the parties mutually agree, an arbitrator who is not listed in Appendix B (List of Arbitrators) may be appointed.

### **10.3 Board Procedure**

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and will give full opportunity to all parties to present evidence and make representations. The Arbitrator will hear and determine the difference or allegation and will make every effort to render a decision within 30 days of their first meeting.

### **10.4 Decision of Arbitrator**

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

### **10.5 Disagreement on Decision**

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator will make every effort to provide written clarification within seven days of receipt of the application.

### **10.6 Expenses of Arbitrator**

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

### **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 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **10.9 Expedited Arbitration**

(a) The parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

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

- (c) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances. See Appendix B for the list of arbitrators approved to hear expedited arbitrations.
- (d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing will be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.2 (Appointment of the Arbitrator).
- (h) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

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

### **11.1 Procedure**

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

### **11.2 Dismissal and Suspension**

- (a) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension and an employee will 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 will be forwarded to the President of the Union or the designated staff representative within five working days.
- (b) A suspension of indefinite duration will be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as a dismissal grievance.

### **11.3 Burden of Proof**

In all cases of discipline, the burden of proof of just cause will rest with the Employer.

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

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, the employee will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.

(d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. Where an employee takes a consecutive paid or unpaid leave of absence that in total exceeds two months within the 18-month period, the 18-month period may be extended up to the period of time in excess of two months, with the agreement of the Union. The Union will not unreasonably deny the extension. Approved vacation and maternity and parental leaves are the exceptions that will not count toward the two-month threshold.

(e) 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) An employee, or the President of the Union or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five working days' notice prior to giving access to such information.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

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

(a) An employee will have the right to have a steward present at any interview 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 will 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 interview. This clause will not apply to those interviews that are of an operational nature and do not involve disciplinary action.

(b) A steward will have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.

(c) An employee has the right to select the steward they wish to represent them providing that this does not result in an undue delay.

### **11.7 Abandonment of Position**

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee will be afforded the opportunity within 10 days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **11.8 Probation**

(a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Article 11.2 (Dismissal and Suspension) of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the

position to which the employee has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for supervisory employees and professional employees (registrants of a regulatory body) will be six 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 nine calendar months.

(c) The probationary period for all other employees will be three 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 calendar months.

(d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months. Following discussion with the Union, the Union will not unreasonably deny the extension.

(e) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.

### **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 will 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 14 days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and will not be referred to by either party in any third-party proceedings.

(c) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.

## **ARTICLE 12 - SENIORITY**

### **12.1 Seniority Defined**

Seniority includes employment with the Employer prior to certification and will be as follows:

(a) Regular full-time employees will have a seniority date, which includes all seniority as a regular part-time employee and as a casual employee and will include all absences for which seniority continues to accumulate.

(b) Regular part-time employees will accrue seniority based on all hours paid.

(c) Casual employees will accrue seniority on an hourly basis for all hours paid.

(d) For the purpose of part-time and casual seniority, seniority will be credited as all hours paid for and will include all absences for which seniority continues to accumulate.

- (e) Upon achieving regular full-time employee status, a part-time or a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee's seniority date.
- (f) Regular full-time employees who are returned to either part-time or casual status will have their seniority converted to hours.

### **12.2 Seniority List**

The Employer will prepare and provide to the Union once every six months, in January and July an up-to-date seniority list containing the following information pertaining to its regular employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay;
- (e) employee's status (per Article 2.1 - Employees);
- (f) employee's continuous service date.

This seniority list, except rate of pay, will be posted by the Employer at all worksites for 30 days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes for the duration of that posting period.

The Employer will provide the Union and a union designated employee with a copy of the seniority list upon request.

### **12.3 Loss of Seniority**

An employee will lose their seniority only in the event that:

- (a) the employee is discharged for just cause;
- (b) the employee voluntarily terminates their employment or abandons their position, as per Article 11.7 (Abandonment of Position);
- (c) the employee is on layoff for more than one year;
- (d) upon being notified by the Employer by registered mail, priority courier and/or electronic communication at their last known address/email address that the employee is recalled from layoff, the employee fails to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees will have up to 14 days to return to work unless an alternate date is set out in the recall notice;
- (e) the employee is permanently promoted to an excluded position and does not return to the bargaining unit within six months.

### **12.4 Re-Employment**

An employee who resigns their position and within 90 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

### **12.5 Same Seniority**

When two or more employees have the same seniority and when mutual agreement cannot be reached, then seniority will be determined by chance.

**ARTICLE 13 - LAYOFF AND RECALL****13.1 Definition of a Layoff**

"Layoff" is:

- (a) 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, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

**13.2 Pre-Layoff Canvass**

(a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff, as well as whether a pre-layoff canvass of employees is necessary or advisable and may be waived. If the pre-layoff canvass is not waived, then prior to the layoff of regular employees under Article 13.3 (Layoff), the Employer will canvass employees in order to invite:

- (1) placement on the casual call-in and recall lists with no loss of seniority; or
- (2) early retirement; or
- (3) other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they will be offered to qualified employees on the basis of seniority.

(b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.

(c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

**13.3 Layoff**

Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will *be laid off by classification and program*, in reverse order of seniority. Layoff notice will include a current list of junior positions available to bump under Article 13.4 (Bumping).

**13.4 Bumping**

- (a) The Employer will identify the date that the layoff will begin.
- (b) The laid off employee and the first two employees affected by bumping may choose:
  - (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
  - (2) to bump any employee with less seniority if the employee is qualified to satisfactorily perform the work. An employee can bump up, but not into a supervisory position.
- (c) Subsequent employees affected by bumping who are qualified to satisfactorily perform the work may choose:

- (1)
  - (i) to bump the least senior employee *in either their classification* or a similar classification whose weekly hours are up to four hours more or less than the employee's or
  - (ii) the least senior employee in a "*dissimilar classification*" whose weekly hours are up to four hours more or less than the employee's and that employee is junior to the employee who would have been bumped if the option in (i) above had been selected.
- (2) if no options exist under (1)(i) above then the employee may choose to use the process in (1) above to bump within the next four hour time band. If no options are available in this time band in *the employee's own or similar classification* the employee may choose the next four hour time band, this process will continue until the employee bumps or there are no more time bands available to the employee.

Similar classification means - in the same job family and in the same grid level or one grid level above or below the displaced employees grid level.

- (d) Within five days of receiving from the Employer both the notice of layoff and all information required by the employee to make an informed decision regarding their bump options, they will provide written notice to the Chief Executive Officer of their bump choice.

### 13.5 Recall

- (a) Employees will be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall will be sent by registered mail and/or electronic communication. Employees must accept recall within seven days of receipt of the registered mail and/or electronic communication. Employees will have 14 days after accepting recall to return to work unless an alternate date is set out in the recall notice.
- (b) The recall period will be one year. At the end of the recall period, an employee has the right to become a casual employee and be placed on casual call-in lists with their seniority if there are vacancies and they are qualified.
- (c) New employees will not be hired into a regular position until those laid off in "*that classification*" have been given an opportunity of recall.
- (d) Job posting under Article 24 (Promotion and Staff Changes) will occur prior to recall of any employee. When there are employees on the recall list, job postings will include a copy of this article.
- (e) Employees on the recall list have the right to apply for job postings as an internal applicant.
- (f) When an employee on the recall list is a qualified applicant to a position, then the Employer will not consider applications to the vacancy from any less senior employees.
- (g) When an employee on the recall list is the successful applicant to a position, the employee will not be expected to start in the new position until 14 days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.
- (h) Should the employee not continue in the assignment beyond their trial period, and where the employee is still within their one year recall period, the employee will be returned to the recall list for the remainder of their one year recall period.

### 13.6 Advance Notice

The Employer will provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:



- (a) one week's notice and/or pay in lieu of notice after three consecutive months of employment; or
- (b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or
- (c) three weeks' notice and/or pay in lieu of notice after two consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

### 13.7 Grievance on Layoffs and Recalls

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

### 13.8 Worksite Closure

- (a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union. Following consultations, where the Employer offers positions to all or part of the staff affected, the following will apply:
  - (1) Employees who accept a position and are placed in a lower classification will not have their salary reduced for a period of three months.
  - (2) If the downward classification lasts longer than three months, no employee will suffer more than 10% reduction in their basic pay.
- (b) An employee who is classified downward as per (2) above will be offered, in order of seniority, the first vacancy in their former classification with the equivalent number of hours, or less, that the employee was working prior to their layoff, prior to the application of the recall provision.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Definitions

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

### 14.2 Hours of Work

- (a) Standard hours of work for full-time employees are 35 hours per week, seven hours per day from 8:30 - 4:30 with a one hour unpaid lunch break.
- (b)
  - (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that the employee is not required to work, the employee will be paid for a minimum of two hours' pay at the employee's regular rate.
  - (2) An employee reporting for work at the call of the Employer, will be paid a minimum of three hours' pay at the employee's regular rate if the employee commences work.
- (c) *Shifts Less Than Four Hours*

This variance is granted with the following conditions and applies to the employee noted below. Casual employees working in these identified classifications are subject to the same conditions.

- (1) LINC Instructors shall be compensated for a minimum of three point five hours' pay or payment for actual hours worked in excess of three point five hours per day;

- (2) Childcare Workers shall be compensated for a minimum of three hours' pay, or payment for actual hours worked in excess of three hours per day;
  - (3) employees' entitlement under the collective agreement to statutory holiday pay is not affected by this variance.
- (d) No employee will be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer.
- (e) Notwithstanding (d), employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum hours listed in Article 14.2(a) (Hours of Work). Employees must have a 24 hour break after six consecutive days of work.
- (f) To ensure efficient and effective service delivery within a climate of fairness, current arrangements regarding the assignment of additional hours will continue until such time as local issue negotiations on this matter are complete. If no agreed upon arrangements exists the following will apply:
- (1) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:
    - (i) full-time employees;
    - (ii) part-time employees.
  - (2) Regular employees will be offered additional hours within their classification and worksite before qualified regular employees at other programs/worksites in that classification. Remaining additional hours will be offered to qualified regular employees in other classifications.
  - (3) Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will be used to calculate all benefits of this collective agreement except as provided in Article 27 (Health and Welfare Benefits).
  - (4) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.
- (g) *Extended Hours Shifts*

Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Article 14.2(a) (Hours of Work) that average the regular hours of work as outlined in Article 14.2(a) (Hours of Work) over an agreed upon averaging period. In no case will extended workdays be greater than 16 hours in length.

All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules except as varied below:

- (1) Implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union.
- (2) Extended workday and/or extended workweek schedules may be cancelled by the Employer upon 30 days written notice. The Employer will consult with the Union prior to such cancellation.
- (3) Daily overtime for regular employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift.

- (4) Any paid leaves in the collective agreement will be paid using the principles of equivalent hours up to the maximum entitlement.

It is understood by the parties that the guiding principles of extended workday and/or extended workweek schedules are to ensure that the employees working these shifts receive no greater nor lesser benefits than what they would have received working "*regular*" work hours/week.

#### **14.3 Rest Periods**

- (a) Rest periods will be taken without loss of pay to the employees.
- (b) All employees will have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (c) Employees working a shift of three and one-half hours, but not more than six hours, will receive one rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

#### **14.4 Meal Periods**

- (a) Meal periods will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be not less than 30 minutes and not more than 60 minutes.
- (b) An employee will be entitled to take their meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period will be considered as time worked at straight-time including the accrual of all benefits of the collective agreement. Where employees are required to remain at work during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.
- (c) Where an employee is required to accompany a client away from the worksite for a meal, the employee will be reimbursed for the actual cost of their meal.

#### **14.5 Flexitime**

- (a) For the purpose of this agreement, flexitime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
- (1) choose their starting and finishing times; and
  - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.
- (b) The full-time employee on flexitime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for employees on flexitime will be two pay periods.
- (d) The workday for those employees on flexitime will not exceed 10 hours.

#### 14.6 Staff Meetings

Employees who are required to attend staff meetings will be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

#### 14.7 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2(a) (Hours of Work), special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave will be converted to hours on the basis of the normal full-time daily hours of work outlined in Article 14.2(a) (Hours of Work), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

### ARTICLE 15 - SHIFTS

#### 15.1 Split Shifts

Will only be scheduled for LINC Instructors, Childcare Workers and Coordinators.

#### 15.2 Work Schedules

- (a) Work schedules must be posted 14 calendar days in advance of the beginning of the work schedule.
- (b) Changes to the posted work schedule may only be made for bona fide operational requirements.
- (c) With the exception of (d) below, if the change to the employee's schedule is initiated by the Employer with less than 48 hours' notice, the employee will be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.
- (d) The penalty in (c) above does not apply if the change is initiated by the Employer with less than 48 hours' notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.
- (e) If childcare or other serious personal circumstances do not permit such a change, employees may choose to transfer to casual status. An employee who transfers from regular to casual status will have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Article 24.11 (Temporary Vacancies).

### ARTICLE 16 - OVERTIME

#### 16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
  - (1) the scheduled daily hours of a full-time employee;
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

**16.2 Overtime Entitlement**

Overtime entitlement will be calculated in 20-minute increments; however, employees will not be entitled to any compensation for periods of overtime of less than 10 minutes per day.

**16.3 Recording of Overtime**

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

**16.4 Sharing of Overtime**

Overtime work will be allocated equitably within a program/worksites.

**16.5 Overtime Compensation**

Employees requested or pre-approved to work in excess of the normal daily full shift hours as outlined in Article 14.2 (Hours of Work), or who are requested to work on their scheduled day of rest, will be paid:

- (a) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (b) double-time for hours worked in excess of the two hours referred to in (a) above;
- (c) double-time for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

An employee may choose to receive equivalent compensatory time off in lieu of overtime. Time off will be scheduled at a mutually agreeable time.

**16.6 No Layoff to Compensate for Overtime**

Employees will not be required to lay off during regular hours to equalize any overtime worked.

**16.7 Right to Refuse Overtime**

- (a) All employees will have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) When an employee is required to work overtime, the Employer will pay for any dependant care expenses incurred by the employee. Such expenses to be the dependant care expenses normally paid by the employee.

**16.8 Callback Provisions**

Employees called back to work, to work overtime will be compensated for a minimum of two hours at applicable overtime rates.

These employees will receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work, the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance will be two dollars.

**16.9 Rest Interval**

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

**16.10 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, will 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 will apply to hours worked in excess of (a) or (b) above.

**16.11 Authorization and Application of Overtime**

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

The Employer and BCGEU recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee will, when possible, make every effort to obtain authorization. If this is not possible, the employee will use their discretion in working the overtime and the Employer will be considered to have authorized the time in advance.

**ARTICLE 17 - HOLIDAYS****17.1 Paid Holidays**

The Employer recognizes the following 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

Any other holiday proclaimed as a holiday by the federal or provincial governments will also be a paid holiday.

**17.2 Holiday Falling on Saturday or Sunday**

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

**17.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on a regular employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken within six months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 (Vacation Schedules).

**17.4 Working on a Designated Lieu Day**

If a regular employee is called to work on a day designated as the lieu day, the employee will be compensated at time and one-half for all hours worked and the lieu day will be rescheduled in accordance with Article 17.3 (Holiday Falling on a Day of Rest).

**17.5 Holiday Falling on a Workday**

An employee who is required to work on a designated holiday will be compensated one point five times their regular hourly rate of pay for the hours worked. Regular employees will also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 17.11 (Paid Holidays for Part-Time Employees). The lieu day will be scheduled by mutual agreement or in accordance with Article 18.5 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day will be scheduled by mutual agreement and taken within six months of the day in which it was earned or where the Employer and the employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 (Vacation Schedules).

**17.6 Holiday Coinciding with a Day of Vacation**

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

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

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

**17.8 Paid Holiday Pay**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than the employee's regular position for a majority of the 60 working days preceding the employee's holiday, in which case the employee will receive the higher pay.

**17.9 Religious and Ethno-Cultural Holidays**

An employee will have the option of working Boxing Day and Easter Monday if their worksite is open, in exchange for two paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 17.1 (Paid Holidays). Employees exercising this option will not be entitled to compensation pursuant to Article 17.5 (Holiday Falling on a Workday) on Boxing Day and Easter Monday and will provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

**17.10 Other Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four 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 days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

#### 17.11 Paid Holidays for Part-Time Employees

(a) Regular part-time employees will accumulate a paid holiday bank based on 4.6% 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 their 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 their vacation or overtime banks to top-up pay for the holiday or take a day off without pay or with partial pay.

(c) Where the unionized employees chose not to participate in the "*paid holiday bank*" the part-time employees will receive 4.6% of straight-time pay instead of a day off with pay.

### ARTICLE 18 - ANNUAL VACATIONS

#### 18.1 Annual Vacation Entitlement

The Employer's current practice with respect to earning vacation and the vacation year will be maintained.

(a) New employees who have been continuously employed at least six months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months service based on the total completed calendar months employed to the commencement date.

(b) Employees with one or more years of continuous service will have earned the following vacation with pay:

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



- (19) 19 years' continuous service.....34 workdays
- (20) 20 years' continuous service.....35 workdays

(c) Annual vacation entitlement will be adjusted for any unpaid leaves of absence in excess of 20 days per year in accordance with Article 20.7 (Benefits While on Unpaid Leaves of Absence).

### 18.2 Vacation Preference

(a) Preferences in the selection and allocation of vacation time will be determined on the basis of seniority within each program/worksite.

(b) An employee will be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation, the employee must take at least one block of vacation of at least five days in duration, but the Employer continues to encourage staff to take annual vacation in unbroken periods; and will exercise seniority rights in the employee's first choice of a vacation period. Seniority will prevail in the second vacation period, but only after all other "*first choice*" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.

(c) Regular vacations will have priority over vacation time carried over under the provisions of Article 18.4 (Vacation Carryover).

### 18.3 Vacation Pay

Upon 21 days' written notice, a regular employee will be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of the employee's regular paycheque issued during the vacation period.

At the request of an employee, an Employer who grants vacation pay based on what is earned at the time of taking vacation, may exercise its discretion and advance up to two weeks of unearned vacation to employees to enable the employee to take a paid vacation earlier in the year. Should employment be terminated for any reason prior to the vacation advance being earned, the Employer will offset the unearned vacation advance against amounts owing to the employee.

### 18.4 Vacation Carryover

(a) A regular employee may carry over up to five days' vacation leave per year. Vacation carryover will not exceed 10 days at any time. An employee will not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not scheduled or designated for carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

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

### 18.5 Vacation Schedules

(a) Selection of vacation will be submitted by November 30, and the posting of the approved vacation schedule shall be completed by December 31<sup>st</sup> for the following calendar year.

(b) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent with reasonable notice.

**18.6 Vacation Schedule Changes**

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

**18.7 Vacation Pay Upon Dismissal**

Employees dismissed for cause will be paid their unused earned vacation allowance pursuant to Article 18.1 (Annual Vacation Entitlement).

**18.8 Vacation Credits Upon Death**

Where an employee has designated a beneficiary, earned but unused vacation entitlement will be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

**18.9 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during the employee's vacation period, there will be no deduction from the vacation credits for such leave. In the case of sick leave, this section will only apply when the period of illness or injury is in excess of two days and a note from a qualified medical practitioner will be required. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work. Exceptional circumstances will be considered.

**18.10 Vacation Interruption**

- (a) Employees who have commenced their annual vacation will not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, the employee will be reimbursed for all reasonable expenses incurred by them, in proceeding to their place of duty and in returning to the place from which the employee was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to the employee's place of duty and returning again to the place from which the employee was recalled will not be counted against their remaining vacation time.

**18.11 Banked Vacation**

Once every five years an employee may bank one full year's vacation to be taken in conjunction with the next year's vacation. For the purposes of this clause, all vacation in the second year must be taken concurrently.

**18.12 Prime Time Vacation Period**

Subject to the provisions of this article, it is the intent of the parties that no employee will be restricted in the time of year the employee chooses to take their vacation. The Employer will make every effort to allow employees to take their vacation during the period of April 15<sup>th</sup> to October 15<sup>th</sup> inclusive, which will be defined as the prime-time vacation period.

**ARTICLE 19 - SICK LEAVE****19.1 Sick Leave Credits****(a) Premium Reduction**

The following sick leave provision may be varied by mutual agreement between BCGEU and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

**(b) Sick Leave Credits**

Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one day per month to a maximum of 156 days. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date. Upon request, an employee will be advised in writing of the balance of their sick leave credits.

(c) Each sick leave day will be compensated at 100% of the employee's regular rate of pay.

(d) All sick leave credits are cancelled when an employee's employment is terminated.

**19.2 Employee to Inform Employer**

(a) The employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.

(b) The Employer may request proof of illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition.

**19.3 Medical/Dental Appointments**

(a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay will be granted in accordance with Article 19.1(c) (Sick Leave Credits).

(b) Where an employee's qualified medical practitioner refers the employee to a specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such specialist, will be granted in accordance with Article 19.1(c) (Sick Leave Credits).

(c) Illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member up to two days will be granted in accordance with Article 19.1 (Sick Leave Credits).

**19.4 WorkSafeBC Benefit**

(a) Employees will receive directly from WorkSafeBC any wage loss benefits to which they may be entitled.

(b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue.

(c) An employee will be entitled to use accrued sick leave credits while waiting for WorkSafeBC benefits to be approved. An employee will reimburse the Employer for any sick leave paid to them at such time as WorkSafeBC benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

## ARTICLE 20 - SPECIAL AND OTHER LEAVES

### 20.1 Bereavement Leave

(a) Bereavement leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, siblings, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

(b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.

(c) Such bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will be restored.

### 20.2 Special Leave

Where leave from work is required, a regular employee who has completed probation will be entitled to special leave without pay to a maximum of 10 days per year for the following:

- (a) Marriage of the employee ..... 5 days;
- (b) Birth or adoption of the employee's child ..... 2 days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family..... up to 2 days;
- (d) Attend wedding of employee's child ..... 1 day;
- (e) Moving household furniture and effects ..... 1 day;
- (f) Attend their formal hearing to become a Canadian citizen ..... 1 day;
- (g) Court appearance for hearing of employee's child ..... 1 day;
- (h) Where the employee is experiencing domestic violence .....up to 3 days;
- (i) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:
  - (1) the care, health or education of a child in the employee's care, or
  - (2) the care or health of any other member of the employee's immediate family.
- (j) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee will be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

Employees may utilize their vacation and paid banks, excluding sick leave, for the purposes of (c) and (i) above.

### 20.3 Full-Time Union or Public Duties

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

- (a) for employees to seek election in a municipal, provincial, federal, first nations or other Indigenous election, for a maximum period of 90 days;
- (b) for employees selected for a paid position with the Union or anybody to which the Union is affiliated for a period of up to one year and will be renewed upon request of the Union;
- (c) for employees elected to a public office for a maximum period of five years;
- (d) for an employee elected to a full-time position of the Union or anybody to which the Union is affiliated, the leave will be for the period of the term and will be renewed upon request of the Union;
- (e) for an employee appointed or elected to a full-time position with a first nations or other Indigenous organization, the leave will be for the period of the term and will be renewed upon request of the Union.

#### **20.4 Leave for Court Appearances**

- (a) The Employer will grant leave without loss of pay 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. The Employer will pay all related travel costs not paid for by the courts.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.
- (e) For all the above leaves, the employee will advise their supervisor as soon as the employee is aware that such leave is required.

#### **20.5 Elections**

Any employee eligible to vote in a federal, provincial, municipal, first nations or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

#### **20.6 General Leave**

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be withheld unjustly.
- (b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

#### **20.7 Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totalling up to 20 working days in any year will continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 working days in any year, the employee will not accumulate benefits from the 21<sup>st</sup> day of the unpaid leave, but will accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

Payment of benefit premiums will be prorated for partial months.

### **20.8 Compassionate Care Leave**

- (a) An employee will be approved for an unpaid leave of absence for up to 27 weeks to provide care of or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks, as prescribed by the *Employment Standards Act*.
- (b) Employees' service while on the above approved leave of absence for compassionate care will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

## **ARTICLE 21 - MATERNITY AND 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 weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

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

### **21.1 Maternity Leave**

- (a) The employee will be granted leave for a period of 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under 21.1(b) above must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of 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 the employee is able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

**21.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence for up to 62 weeks 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, commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave), the employee is also eligible for a further leave of absence of 61 weeks,
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the 78-week period following the birth of the child,
  - (3) in the case of an adopting parent, commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

**21.3 Leave without Pay**

All leave taken under Article 21 (Maternity and Parental Leave) is leave without pay.

**21.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 (Maternity Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 21.1(f) (Maternity Leave) and/or 21.2(c) (Parental Leave).

**21.5 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 21.1 (Maternity Leave) or 21.2 (Parental Leave).

**21.6 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.

**21.7 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 the employee had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 21.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### **21.8 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. The employee may use this leave until all danger from such disease or condition no longer exists.

### **21.9 Extended Childcare Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 (Maternity Leave) and 21.2 (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 childcare leave.

An employee on extended childcare leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended childcare leave, an employee will be placed in their former position.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.1 Conditions**

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

### **22.2 Working Environment**

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer commits to investigate the use of environmentally friendly products.

It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

### **22.3 Joint Safety and Health Committee**

(a) The Employer and the Union agree that policies and guidelines relating to safety and health will be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.

(b) The Committee will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.



- (c) Committee membership will be as follows:
- (1) the Committee will be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
  - (2) a chairperson and secretary will be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary will be an employee member, and vice versa.
- (d) Worker Representatives who attend meetings of the Committee of the Union will be without loss of pay for the time spent on this Committee. Time spent to prepare for meetings and fulfil other duties and functions of the Committee, as outlined in Section(s) 130 - 140 (Functions of Committee and Participation of Members) and 174 (Investigation Process) of the *Workers Compensation Act*, will be compensated as prescribed by Section 134 of the *Act*. Where the meeting or required duties are conducted outside the Committee members' regular working hours, committee members will receive straight-time pay.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.
- (g) Each union committee member is entitled to an annual educational leave as prescribed by Section 135 of the *Workers Compensation Act*, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafeBC.
- (h) Each new joint Occupational Health and Safety committee member and Worker Health & Safety representative selected following April 3, 2017 will receive training as outlined in section 3.27 of the Occupational Health and Safety Regulation, without loss of pay or benefits.

#### **22.4 Unsafe Work**

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations outlined in Information Appendix B.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13 (1) of the Occupational Health and Safety Regulations outlined in Information Appendix B.

#### **22.5 Workplace Violence/Aggressive Conduct**

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes.

The Employer will provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees by qualified outside practitioners where such

services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 15 days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the WorkSafeBC.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

## **22.6 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 will receive payment for the remainder of their shift.

## **22.7 Transportation of Accident Victims**

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

## **22.8 Employee Check-in**

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

The Employer will assess the degree of risk in any workplace where an employee is required to work alone. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the worker is not able to secure assistance in the event of injury or other misfortune.

The assessment will be reviewed by the Joint Safety and Health Committee.

## **22.9 Communicable Diseases and Parasitic Infestations**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where practicable, when a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled

shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

### **22.10 Protective Clothing and Supplies**

The Employer will supply protective clothing supplies as required by the WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Definition**

"*Technological change*" means:

(a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or

(b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees; or

(c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

Technological change will not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

### **23.2 Advance Notice**

Sixty days before the introduction of any technological change, the Employer will notify the Union of the proposed change.

### **23.3 Discussions**

Within 14 days of the date of the notice under Article 23.2 (Advance Notice) of this article, the Union and the Employer will commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this agreement should be amended.

### **23.4 Employment Protection**

A regular employee who is displaced from their job because of technological change will be considered to be laid off according to Article 13 (Layoff and Recall).

### 23.5 Training

Where technological change may require additional knowledge and skill on the part of regular employees, such employees will be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

### 23.6 New Employees

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

## ARTICLE 24 - PROMOTION, STAFF CHANGES AND JOB DESCRIPTIONS

### 24.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.
- (b) Qualified internal candidates will be considered and interviewed prior to external candidates.
- (c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the program/worksite in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours will form part of the employee's ongoing regularly scheduled hours.

### 24.2 Information in Postings

Such notice will contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "*This position is open to applicants of all genders*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings will also state "*this position requires union membership*".

### 24.3 Appointment Policy

- (a) In filling vacancies, the determining factors will be seniority, ability, performance and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (b) In filling supervisory vacancies, the determining factors will be ability, performance, and relevant qualifications. These three factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (c) Where the ability, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.

(d) In this article, "*performance*" means a reasonable assessment of an applicant's fulfillment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than 18 months that must be removed from an employee's file in accordance with Article 11.4(d) (Right to Grieve Other Disciplinary Action).

#### **24.4 Transfers**

(a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.

(b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.9 (Employee Investigations) applies, the Employer will provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

#### **24.5 Trial Period**

(a) When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months. If the employee is unable to perform the duties of the new job, they will be returned to their former position and wage or salary rate without loss of seniority.

(b) If the employee wishes to return to their former position, they will be returned to their former position and wage or salary rate without loss of seniority, up to a maximum of two times in a 12-month period. Extenuating circumstances will be discussed between the Employer and the Union.

(c) Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time, but in any event will not exceed six calendar months.

(d) The trial period will be extended by an amount equal to any absences of the employee that occur during their trial period and that are greater than two weeks in duration. Employee absences may result in the trial period extending beyond the six calendar months referred to above. An extension does not affect the employee's entitlement to health and welfare benefits as per Clause 27.1 (Eligibility).

(e) The Union will be notified of any extensions to an employee's trial period.

#### **24.6 Local Union Observer**

The President of the Union or their designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer will be a disinterested party.

#### **24.7 Notification**

(a) Within seven 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.

## 24.8 Right to Grieve

Where an employee feels that they have been aggrieved by a decision of the Employer under this article except for Clause 24.3, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 (Grievances) of this agreement within seven days of being notified of the Employer's decision. In advance of the Step 3 meeting, and for the purpose of investigating and assisting in the settlement of the grievance, the parties will exchange further particulars and documents for these purposes.

## 24.9 Expedited Process

(a) Where an employer has made a selection pursuant to Article 24.3(a) (Appointment Policy) and the employee disagrees with the Employer's decision, the employee may grieve the decision under the process set out below within days of being notified of the results.

(b) The dispute resolution process

(1) The dates and locations for the hearing will be determined by the parties. The hearing will take place within 45 days of filing the grievance. The parties will continue to discuss a resolution to the grievance prior to the hearing date.

(2) The parties agree that the expedited process will be heard by an expedited arbitrator listed in Appendix B (List of Arbitrators), depending on availability and if availability is similar, upon agreement of the parties.

(3) The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed so long as the evidence meets the other guidelines of this protocol.

(4) The parties will disclose all information they intend to rely upon in relation to the selection dispute. If there is a dispute over disclosure of documentation the parties may contact the Arbitrator by telephone conference call and request an order for disclosure.

(5) The process is intended to be informal and expeditious and therefore, the parties agree not to use outside legal counsel for expedited hearings.

(6) All presentations are to be short and concise.

(7) Each case will begin with a comprehensive opening statement by each side.

(8) Prior to rendering a decision, the Arbitrator will assist the parties in mediating a resolution to the grievance;

(c) Where mediation is not successful, the hearing will proceed as ordered by the Arbitrator and a decision will be rendered on the following basis:

(1) The Arbitrator will render a decision within two working days of the hearing.

(2) No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. This process is not intended to prevent the Arbitrator from allowing the parties to agree upon a remedy.

(3) The decision of the Arbitrator is without prejudice. These decisions will have no precedent and value.

(4) All settlements of expedited arbitration cases prior to or during the mediated part of this expedited process will be without prejudice.

- (5) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing expenses.

**24.10 Vacation Letters**

Employees who will be absent from duty on vacation for more than seven 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.

**24.11 Temporary Vacancies**

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months will be posted as per Article 24.1 (Job Postings).
- (b) Casual employees may elect to maintain their 10.6% in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies will not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement. Where an employee is off on long-term disability benefits, a temporary posting may continue to a date of 18 months from that employee's last day worked. If the 18 months as noted above is reached and the employee is still off on long-term disability benefits, the position will be posted as a regular position. It is understood temporary postings of this type may exceed the 12 months without the agreement of the Union (see Information Appendix A Group Benefits Plan Equivalency Provisions - Long-Term Disability).
- (d) Accepting a temporary vacancy does not change the status of an employee.

**24.12 Interviews**

An 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.

**24.13 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 and experience.

**24.14 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay. Provision will be made on the evaluation form for an employee to sign it. The form will provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed

after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

#### **24.15 Job Descriptions**

- (a) The job descriptions which are in existence on the date of this agreement shall comprise the base against which all changes shall be measured.
- (b) Where the Employer establishes a new job or makes a material change to an existing job covered by this agreement, the wage rate and the job description shall be forwarded to the Union. Unless notice of objection by the Union is given to the Employer within 30 calendar days of receipt of the Employer's notice to the Union, the wage rate and the job description shall be considered to have been agreed.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
  - (1) the procedure whereby the job shall be established under Article 24.15 (Job Descriptions) has been followed;
  - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
  - (3) the job is properly remunerated in relation to the existing wage schedule.
- (d) If the Union does object within the above 30-day period, the matter, if not resolved may be subject to the dispute resolution process (Article 9, Grievances and Article 10, Arbitration). The Arbitrator's jurisdiction in respect to such dispute shall be limited to job classification and pay rate issues.
- (e) The Employer agrees to supply each employee with a copy of their current job description. The Union and the bargaining unit Chair will be provided copies of all job descriptions in the bargaining unit.

### **ARTICLE 25 - CAREER DEVELOPMENT**

#### **25.1 Purpose**

Both parties recognize that improved client care 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 skills.

#### **25.2 Staff Development Leave**

- (a) An employee will be granted leave without loss of pay, at their basic rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee will not exceed the full-time daily hours of work as outlined in Article 14.2 (Hours of Work).

When such leave is granted, the Employer will bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer will also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

- (b) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.



(c) Approval of requests will be given reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.

(d) Should the employee noted above terminate their employment for any reason during the six-month period following completion of the above-noted leave, the employee will reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

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

### **26.1 Equal Pay**

The Employer will not discriminate based on an employee's gender by employing a person of one gender for any work at a rate of pay that is less than the rate of pay at which a person of another gender is employed for similar or substantially similar work.

### **26.2 Paydays**

- (a) Paydays will remain the current practice unless otherwise negotiated between the parties.
- (b) A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period. The Employer will advise employees in writing on a monthly basis their vacation, sick leave, lieu time and overtime banks.
- (c) The distribution of paycheques will be done in such a manner that the details of the paycheque will be confidential.

### **26.3 Rates of Pay**

Employees will be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix A (Wage Grid) of this agreement.

### **26.4 Substitution Pay**

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, the employee will receive the rate of the new salary range which is the closest step at least eight per cent above their current rate, but not more than the top of the new salary range.

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

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate of the new salary range which is the closest step at least eight percent above their current rate, but not more than the top of the new salary range.

### **26.6 Pay on Temporary Assignment**

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

### **26.7 Reclassification of Position**

An employee will not have their salary reduced by reason of a change in the classification of the employee's position that is caused other than by the employee them self.

**26.8 Transportation Allowance**

(a) An employee who uses their own motor vehicle to conduct business, on behalf of and the request of the Employer, will receive an allowance established by the National Joint Council.

Mileage expense claims will be reimbursed on a biweekly basis as per employer policy.

(b) If the employee uses public transportation, the Employer will reimburse the employee the cost of public transportation for all travel on the Employer's business.

(c) The parties agree that they have a duty to accommodate employees who are unable to retain a Class IV licence for medical reasons. The duty to accommodate will also apply where an employee does not presently require a Class IV licence and their position is changed to require a Class IV, but the employee is unable to obtain a Class IV due to medical reasons.

(d) No employee will be required to continue to transport a specific client in their own vehicle when that client has damaged the employee's vehicle and that employee has had to make an insurance claim on more than one occasion. In such cases, the Employer will make alternate transportation arrangements for that client which may include another employee willingly using their vehicle.

**26.9 Meal Allowance**

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

Breakfast	\$10.56
Lunch	\$12.94
Dinner	\$22.44

**26.10 Travel Advance**

Regular employees, who are required to proceed on travel status, will be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

**26.11 Salary Rate Upon Employment**

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

**26.12 Criminal Record Check**

The Employer will pay for the cost of any criminal records checks required as a condition of continued employment after one year of employment.

**ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

Health and Welfare benefits will be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage.

**27.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes their probation period.

Coverage for an employee in a trial period, who did not have benefit coverage prior to being awarded a temporary or permanent position, will commence on the first day of the month following the month in which the employee completes work in their trial period not to exceed three months.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week.

Note: See Memorandum of Agreement #2 - Health and Welfare Benefits Entitlement Threshold.

**27.2 Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

- (a) Group Life coverage will continue without premium payment for a period of 31 days following the date the employee's employment terminates (as per Article 27.7[b], Group Life and Accidental Death and Dismemberment).
- (b) Accidental Death and Dismemberment coverage will terminate on the date the employee's employment terminates.
- (c) Long-Term Disability coverage will terminate on the date the employee's employment terminates.

**27.3 Definition of Spouse and Other Dependants**

"*Common-law spouse*" means two people who have cohabited as spousal partners for a period of not less than one year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means an unmarried child until the end of the month in which the child attains the age of 19 years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 years where the dependent child is a full-time student. An unmarried child with developmental disabilities will be covered to any age if the child is mainly dependent on and living with the employee or their spouse.

"*Family*" means the employee's spouse as defined above and below and their dependant(s) as defined above.

"*Spouse*" means wife, husband or common-law spouse.

**27.4 BC Medical Services Plan**

The Employer will pay 100% of the monthly premium for eligible regular employees, their spouse, and dependent children.

**27.5 Dental Plan**

- (a) The Employer will pay 100% of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another comparable plan.
- (b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) will be eligible for this provision every six months.

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

#### **27.6 Extended Health Plan**

(a) The Employer will pay 100% of the monthly premiums for the extended health care plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another plan.

(b) Eligible regular employees will be provided with an extended health plan covering 80% of eligible expenses, \$45 deductible per person or family.

(c) *Eyeglasses and Hearing Aids*

The allowance for vision care will be a maximum of \$100 every 24 months for eye exams and a maximum of 80% of \$350 per person per 24-month period for coverage of prescription eye glasses or equivalent corrective laser surgery to the maximum allowed, and the allowance for hearing aids will be \$1,000 per adult every 48 months; and \$1,000 per child every 24 months.

#### **27.7 Group Life and Accidental Death and Dismemberment**

(a) The Employer will pay 100% of the premiums for the group life and accidental death and dismemberment insurance plans.

(b) The plan will provide basic life insurance in the amount of \$50,000 and standard 24-hour accidental death and dismemberment insurance until age 65. At the age of 65 the amount of coverage will decrease to \$25,000 until the age of 70, at which time the group insurance coverage will cease. Employees may purchase additional insurance provided this option is available by the carrier. The Employer will deduct the appropriate amount from the employee's pay for this option.

(c) On termination of employment (excluding retirement) coverage for group life will continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

(d) Employees will be entitled to advance payment of Group Life Benefits in accordance with Memorandum of Agreement #3 (Re: Advance Payment of Group Life Benefits).

#### **27.8 Long-Term Disability**

The Employer will provide a long-term disability plan.

*Note: See Memorandum of Agreement #1 (Re: Long-Term Disability Plan).*

#### **27.9 Payment of Premiums**

The sole responsibility of the Employer is to arrange for a carrier to provide the health and welfare benefits required by the collective agreement and the payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.

## ARTICLE 28 - GENERAL CONDITIONS

### 28.1 Damage to Personal Property

- (a) Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer will pay, to a maximum of \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty.
- (b) The Employer will pay, once every two years from the date of the incident for the repair or the replacement cost of prescription eyewear under this article to a maximum of \$250. Replacement and repair costs for eyewear, will only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear.
- (c) Appropriate receipts will be required to receive reimbursement from the Employer. In the event the damage is to the employee's automobile, the insurance deductible will be paid to a maximum of \$300.

### 28.2 Personal Property

On request, and with reasonable notice, the Employer will provide a secure space for employees to store personal possessions, wallets, and/or purses when the employees are at the employees' headquarters/worksite.

### 28.3 Supply and Maintenance of Equipment

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

### 28.4 Indemnity

- (a) *Civil Actions* - Except where there has been gross negligence on the part of an employee, the Employer will:
  - (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - (2) assume all costs, legal fees, and other expenses arising from any such action.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee will be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

### 28.5 Copies of Agreement

- (a) BCGEU and the Employer desire every employee to be familiar with the provisions of this agreement, and the employee's rights and obligations under it. For this reason, the parties will have printed sufficient copies of the agreement for distribution to employees. The Union and, where practicable, the Employer, will make the agreement available electronically to all employees.

- (b) ICA and BCGEU will share the cost of printing and distribution.
- (c) The agreements will be printed in a union shop and bear a recognized union label.

**28.6 Contracting Out**

The Employer will not contract out bargaining unit work that will result in the layoff of employees.

**28.7 Personal Duties**

The Employer and BCGEU agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

**28.8 Payroll Deductions**

An employee will be entitled to have deductions from their salary assigned for the purchase of Canada Savings Bonds.

**28.9 Staff Confidentiality**

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

**28.10 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licences, the cost of renewing the required certificate(s) will be borne by the Employer. Time spent at the course for certificates will be considered time worked and will be compensated at the appropriate rate of pay.

This does not include the renewal of a Class 5 Driver's License.

**28.11 Volunteers**

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in the layoff of bargaining unit employees.

**ARTICLE 29 - HARASSMENT****Preamble**

The Employer and BCGEU agree that every person working in the social services sector has the right to work in an environment free from harassment (includes bullying). The parties will work jointly to support and implement education and prevention efforts to address harassment.

**29.1 Personal and Psychological Harassment**

- (a) Personal and psychological harassment means objectionable conduct, either repeated or persistent, or a single serious incident, that an individual would reasonably conclude:
  - (1) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(2) is discriminatory behaviour that caused substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity or gender expression; or

(3) is serious, inappropriate and serves no legitimate work-related purpose.

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees, such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action, do not constitute harassment.

## **29.2 Sexual Harassment**

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

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

## **29.3 Harassment Complaints**

(a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.

(b) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(d) The complainant and the respondent (if the respondent is a member of the Union) have the right to union representation.

(e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

- (g) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

#### 29.4 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Chief Executive Officer (CEO), when the CEO, or designate, has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 29 (Harassment), and the remedy sought.
- (d) The CEO, or designate, will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the CEO, or designate, or where there are possible systematic issues or multiple complaints, the following process will be used:
- (1) The complainant will contact the Union.
  - (2) As soon as possible, but within 30 days, the Union will notify the CEO, or designate. Article 29.4(a) and (c) apply to the notice. The Union will inform the Employer's Board of Directors.
  - (3) ICA and the Union will appoint either Brian Foley or Corinn Bell to resolve the complaint. (The person appointed is referred to below as "*the Appointee*".)
  - (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include, at the Appointee's discretion, any of the following (or combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair and expeditious, that it minimized disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the ICA Board and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors, the complainant and the respondent. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.
  - (5) The Appointee's fees and expenses will be shared by the Employer and the Union.



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

## **ARTICLE 30 - CASUAL EMPLOYEES**

### **30.1 Employment Status**

Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods where regular employees, as per Article 14.2(e) (Hours of Work) have not requested topped up hours. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

### **30.2 Seniority**

- (a) The Employer will maintain a seniority list of casual employees which will be supplied every two months to the Union and posted on all union bulletin boards.
- (b) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from Maternity or Parental Leave, receiving WorkSafeBC or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee will 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. A casual will continue to accrue seniority for leaves as per Article 3.10 (Time Off for Union Business).
- (d) When a casual employee is hired into a regular position, the total hours paid will be converted and credited as seniority in accordance with Article 12.1 (Seniority Defined) and as continuous service for the purposes of Article 18.1 (Annual Vacation Entitlement).

### **30.3 Casual Call-in Procedures**

- (a) Qualified casual employees will be called in order of seniority.
- (b) Shift scheduling will be made on the following basis:
- (1) Shifts that need to be filled within 12 hours will be filled in order of seniority with the Manager moving down the list until the shift is filled.
  - (2) Shifts that need to be filled within 12 to 24 hours will be made in the order of seniority with a 15 minute wait between calls to the next employee.
  - (3) Shifts that need to be filled with 25 or more hours will be made in the order of seniority allowing the employee three hours to respond.
  - (4) After the period specified above. The Scheduler will assign shift(s) on the basis of seniority and who has responded that they are available for the shift(s).
  - (5) Where casual staff has not been available for shifts over a three-month period, the Program Manager will contact the casual staff and ask if they wish to continue to be a casual employee. Where a casual staff has not been available for shifts over a three-month period, they will be permanently removed from the casual availability list.

(c) Each month, all casual and regular employees must submit their availability for the following one-month period. Availability is submitted in writing to their Supervisor by the first day of each month and must state availability for the following month (i.e. submit availability for March by February 1<sup>st</sup>). It is the employee's responsibility to get their own availability to their Supervisor by the deadline date.

(d) Failure to submit availability in any month by the deadline date will result in the employee being presumed to not be available and will not be called for shifts.

### **30.4 Leaves of Absence**

(a) The Employer will grant, on written request, leave of absence without pay and seniority:

(1) for casual employees to seek election in a federal, provincial, municipal, first nations or other Indigenous election for a maximum period of 90 days; and

(2) for casual employees elected to a public office for a maximum period of five years.

(b) A casual employee eligible to vote in a federal, provincial, municipal or first nations or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which polls are open in which to cast their ballot.

(c) In the case of bereavement leave, casual employees are entitled to leave as per Article 20.1 (Bereavement Leave) without pay.

(d) Attendance at court arising from employment will be with pay and travel expenses if required.

(e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.

(f) An employee who resigns their position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority.

### **30.5 Paid Holidays and Vacation for Casual Employees**

Casual employees will receive 10.6% of their straight-time pay in lieu of scheduled vacations and paid holidays.

### **30.6 Application of Agreement to Casual Employees**

The provisions of Articles 13 (Layoff and Recall), 14.5 (Flextime), 17 (Holidays), 18 (Annual Vacations), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), 27 (Health and Welfare Benefits) and 31 (Municipal Pension Plan) do not apply to casual employees.

### **30.7 Statutory Holidays**

A casual employee who works on a designated holiday will be compensated at time and one-half for the hours worked.

### **30.8 Regular to Casual Status**

Regular employees may apply to transfer to casual status if a vacancy exists and they are qualified. Upon transfer such employees will be entitled only to such benefits as are available to casual employees. Such employees will maintain all accumulated seniority to the date of transfer.

An employee who transfers from regular to casual status will have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Article 24.11 (Temporary Vacancies).

### **ARTICLE 31 - MUNICIPAL PENSION PLAN**

- (a) An employer will provide the Municipal Pension Plan (MPP) to all eligible employees.
- (b) The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.
- (c) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.
- (d) Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.
- (e) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

- Web: <http://www.pensionsbc.ca>
- Email: [MPP@pensionsbc.ca](mailto:MPP@pensionsbc.ca)
- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

### **ARTICLE 32 - TERM OF AGREEMENT**

#### **32.1 Duration**

This agreement will be binding and remain in effect until midnight, March 31, 2026.

#### **32.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2025, but in any event not later than midnight, December 31, 2025.
- (b) Where no notice is given by either party prior to December 31, 2025, both parties will be deemed to have been given notice under this article on December 31, 2025.
- (c) All notices on behalf of the Union will be given by BCGEU and similar notices on behalf of the Employer will be given by ICA.

#### **32.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 32.2 (Notice to Bargain), the parties will, within 14 days after the notice was given, commence collective bargaining.

#### **32.4 Changes in Agreement**

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

**32.5 Effective Date of Agreement**

The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.

**32.6 Agreement to Continue in Force**

Both parties will adhere fully to the terms of this agreement until a strike or lockout occurs.

**SIGNED ON BEHALF  
OF BCGEU:**

DocuSigned by:  
*Stephanie Smith* July 6, 2022  
0B01B307B8FF40D...  
Stephanie Smith  
President

**SIGNED ON BEHALF  
OF ICA:**

DocuSigned by:  
*Jean McRae* July 6, 2022  
E04D8012D5944A6...  
Jean McRae  
Chief Executive Officer

DocuSigned by:  
*Sandy Sifert* July 6, 2022  
AD0AC30609304AE...  
Sandy Sifert  
Bargaining Member

\_\_\_\_\_  
Robin McGeough  
Bargaining Member

\_\_\_\_\_  
Lisa Wang  
Bargaining Member

DocuSigned by:  
*Kim Shelley* July 6, 2022  
D308ACD00EFE41E...  
Kim Shelley  
Staff Representative

July 6, 2022  
Date: \_\_\_\_\_

**APPENDIX A**  
**Wage Grid**

Grid Level	Classification	Date	Step 1 0-2000 hrs	Step 2 2001-4000 hrs	Step 3 4001-6000 hrs	Step 4 > 6001 hrs
Grid 1	Childcare Worker	April 1, 2021 (2.5%)	\$19.43	\$21.33	\$22.26	\$24.32
		April 1, 2022 (2%)	\$19.82	\$21.76	\$22.71	\$24.81
		April 1, 2023 (2%)	\$20.22	\$22.19	\$23.16	\$25.31
		April 1, 2024 (2%)	\$20.62	\$22.64	\$23.63	\$25.81
		April 1, 2025 (2%)	\$21.04	\$23.09	\$24.10	\$26.33
Grid 2	Administrative Assistant Employment Client Advisor	April 1, 2021 (2.5%)	\$20.68	\$22.63	\$23.63	\$25.76
		April 1, 2022 (2%)	\$21.10	\$23.08	\$24.10	\$26.27
		April 1, 2023 (2%)	\$21.52	\$23.55	\$24.58	\$26.80
		April 1, 2024 (2%)	\$21.95	\$24.02	\$25.07	\$27.33
		April 1, 2025 (2%)	\$22.39	\$24.50	\$25.57	\$27.88
Grid 3	Diversity Skills Facilitator	April 1, 2021 (2%)	\$23.51	\$25.58	\$26.78	\$29.05
	Engagement Communications Facilitator	April 1, 2022 (2%)	\$23.98	\$26.09	\$27.31	\$29.63
	Immigrant Employment Specialist	April 1, 2023 (2%)	\$24.46	\$26.62	\$27.86	\$30.22
	Immigrant Employment Youth Specialist	April 1, 2024 (2%)	\$24.95	\$27.15	\$28.41	\$30.83
	Job Developer	April 1, 2025 (2%)	\$25.45	\$27.69	\$28.98	\$31.44
	Resettlement Assistance Program (RAP) Life Skills Worker					
	Resettlement Assistance Program (RAP) Worker					
	Settlement Client Navigator					
	Settlement Worker					
	Settlement Worker in Schools (SWIS Worker)					
	Settlement Youth Worker					
	Settlement Youth Worker in Schools (SWIS Youth Worker)					
Training Facilitator						

Grid Level	Classification	Date	Step 1 0-2000 hrs	Step 2 2001-4000 hrs	Step 3 4001-6000 hrs	Step 4 > 6001 hrs
Grid 4	Childcare Coordinator	April 1, 2021 (2%)	\$29.59	\$30.39	\$31.18	\$33.11
	Community Development Coordinator	April 1, 2022 (2%)	\$30.18	\$30.99	\$31.81	\$33.77
	Community Engagement Coordinator	April 1, 2023 (2%)	\$30.79	\$31.61	\$32.44	\$34.45
	Coordinator of Volunteer Services	April 1, 2024 (2%)	\$31.40	\$32.25	\$33.09	\$35.14
	Development Coordinator	April 1, 2025 (2%)	\$32.03	\$32.89	\$33.75	35.84
	Employment Services Coordinator					
	Family and Youth Services Coordinator					
	Greater Victoria Local Immigration Partnership (GVLIP) Coordinator					
	Immigrant Settlement Services Coordinator					
	Office Coordinator					
	Private Sponsorship of Refugees (PSR) Coordinator					
	Resettlement Assistance Program (RAP) Coordinator					
	Settlement Worker in Schools (SWIS) Coordinator					
	Training Coordinator					
Grid 5	Language Instruction for Newcomers to Canada (LINC) Instructors	April 1, 2021 (1.5%)	\$29.45	\$30.71	\$32.25	\$33.76
		April 1, 2022 (2%)	\$30.03	\$31.33	\$32.89	\$34.43
	LINC Curricula Developer	April 1, 2023 (2%)	\$30.63	\$31.95	\$33.55	\$35.12
		April 1, 2024 (2%)	\$31.25	\$32.59	\$34.22	\$35.83
		April 1, 2025 (2%)	\$31.87	\$33.25	\$34.90	\$36.54
Grid 6	Head Language Instructor	April 1, 2021 (1.5%)	\$30.54	\$31.81	\$33.34	\$34.86
		April 1, 2022 (2%)	\$31.15	\$32.45	\$34.01	\$35.55
		April 1, 2023 (2%)	\$31.78	\$33.10	\$34.69	\$36.26
		April 1, 2024 (2%)	\$32.41	\$33.76	\$35.38	\$36.99
		April 1, 2025 (2%)	\$33.06	\$34.43	\$36.09	\$37.73

**Increment System (subject to B. Wage Protection)*****Regular Employees***

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a higher grid level will be placed on the grid in accordance with Article 26.5 (Rate of Pay on Reclassification or Promotion) of the collective agreement. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a lower grid level will be placed at the step immediately lower than their rate. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), within the same grid level will retain their rate. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees who are laid off and displace employees in another classification will be placed at the rate which corresponds to the total number of hours the employee worked within the classification of the displaced employee.

***Casual Employees***

A casual employee appointed, in accordance with Article 24 (Promotion and Staff Changes), to a regular position will be placed at the appropriate step given the total number of hours the employee worked within the classification the employee was appointed to.

**APPENDIX B  
List of Arbitrators**

Pursuant to Article 10.2 (Appointment of Arbitrator), the following individuals will hear arbitration cases:

Elaine Doyle	Wayne Moore
Vince Ready	Joan Gordon
Chris Sullivan	Bob Perkeles
Emily Burke	Rod Germane
John Hall	Judi Korbin

***Expedited Arbitrators***

Pursuant to Article 10.9 (Expedited Arbitration), the following individuals will hear expedited arbitration cases:

Corinn Bell	Judi Korbin
Wayne Moore	Robert Diebolt
Paula Bulter	

**LETTER OF UNDERSTANDING #1  
Student Employment and Work Experience Programs**

1. The Employer and the Union may agree to short-term student employment and work experience programs.

2. The rate of pay and any benefits and hours of work will be agreed to by the Union and the Employer.
3. Employees in a student employment/work experience program working for a period of three months or less will not pay union dues but will be members of the Union.
4. The term of a student employment/work experience program will not exceed five months.
5. Employees in a student employment/work experience program do not accrue seniority.
6. All provisions of the collective agreement apply except for Articles 12, 13, 14.5, 14.7, 16.10, 17, 18, 19, 20, 23, 27 and 31.
7. No student or work experience employee will displace the work of a regular or casual employee.
8. Employees in a student employment/work experience program who are subsequently hired into a regular position will be eligible for benefits upon completion of probation.
9. In the event of a labour dispute or if the parties are in collective bargaining, the Union may withhold approval for any student employment/work experience programs. This does not include practicum students.

**LETTER OF UNDERSTANDING #2  
REMOTE WORK**

This letter will confirm an agreement between the Employer and the Union that the Employer will develop a policy on remote working which will be shared at the Labour Management Committee for discussion and consultation.

The Labour Management Committee will meet to discuss the draft policy within 60 days from the date of ratification of the collective agreement.

**LETTER OF UNDERSTANDING #3  
PARTIAL YEAR EMPLOYEES**

**Definitions**

(a) Partial Year full-time employees are appointed to a full-time position hired to work less than 12 months in a year and are regularly scheduled to work full-time shifts as identified in Clause 14.2(a) Hours of Work. These employees are entitled to all benefits outlined in this collective agreement.

(b) Partial Year part-time employees are appointed to a part-time position with a part-time schedule hired to work less than 12 months in the year and works less than the number of hours constituting full-time employment as identified in Clause 14.2(a) Hours of Work. A Partial Year part-time employee is entitled to all other benefits of this collective agreement on a prorated basis inclusive of additional hours of work except as provided for in Article 27 (Health and Welfare Benefits).

**Scope**

The following provisions apply to Partial Year employees and varies the terms of the collective agreement as necessary.



Partial Year employees are employed in a program aligned with the public school year with a designated closed period(s). These employees are hired for less than 12 months in a year for successive years of employment subject to on-going funding. During designated closed period(s) the employees will be laid off and there will be no accrual of any collective agreement benefits.

**Statutory Holidays**

Partial Year employees will receive 4.6% of their regular straight-time pay in lieu of paid holidays.

**Annual Vacations**

Partial Year employees will receive vacation pay at the rate in accordance with their continuous service in lieu of scheduled vacations.

Article 18.2 to Article 18.12 inclusive does not apply to Partial Year employees.

The continuous service of Partial Year employees will be deemed continuous for the purposes of determining vacation entitlement.

**Layoff & Recall**

Article 13 shall not apply when the program closes for the designated closed period(s).

**Seniority**

Partial Year employees will maintain all accumulated seniority during designated closed period(s).

**Sick Leave**

Partial Year employees will have their sick bank frozen and inaccessible during designated closed period(s).

**Continuation of Health and Welfare Benefits**

- (a) Partial Year Employees on layoff may maintain their benefits for the full layoff period. The employee will pay the full premium amount and will submit postdated cheques in advance no later than 15 days before their layoff begins.
- (b) Employees who choose not to continue benefits on layoff may elect, no later than 15 days before the layoff begins, to pay for benefit premiums for their anticipated month of return to work.
- (c) If the employee is recalled to work during a month in which the employee has paid for benefit premiums as described in (a) and (b) above, the employer will reimburse the employee on a pro rata basis for the portion of benefit premium from the return to work date to the end of the month.
- (d) Employees recalled to work after the first of the month and who choose not to continue benefits on layoff shall have their benefits reinstated on the first day of the month following recall.

**MEMORANDUM OF AGREEMENT #1**  
**Re: Long-Term Disability Plan**

The coverage provided by the Long-Term Disability Plan will be in accordance with the recommendations pertaining to long-term disability issued by Donald R. Munroe, Q.C. dated May 28, 1999, and revised June 9, 1999, at page 15.

The plan will include the following:

1. The plan will cover eligible regular employees who have completed their probationary period and will provide such employees with salary continuation until the age of 65 in the event of a qualifying disability.
2. *Qualification Period* - LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months.
3. Definition of Disability:
  - (a) To qualify for long-term disability benefits for the first 12 months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.
  - (b) To continue to qualify for long-term disability benefits beyond the 12 months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. *Coverage Amount* - 70% of the first \$2,800 of the pre disability monthly earnings and 50% of the pre-disability monthly earnings above \$2,800 or 66⅔% of the pre-disability monthly earnings, whichever is more.
5. The plan will include an "early intervention" program.
6. Enrolment in the plan will be mandatory.
7. The Employer will pay 100% of the premium.

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

##### **Re: Health and Welfare Benefits Entitlement Threshold**

The parties agree that the health and welfare benefits entitlement threshold will be as follows:

Notwithstanding Article 27.1 (Eligibility), employees hired prior to April 1, 2004 will retain their eligibility for health and welfare benefits provided they are in a posted position of 15 or more regularly scheduled hours per week. For these employees, the eligibility for health and welfare benefits will be 15 or more regularly scheduled hours per week.

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

##### **Re: Advance Payment of Group Life Benefits**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 27.7 (Group Life and Accidental Death and Dismemberment) are as follows:

1. Death must be "expected" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.

4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$25,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.
6. The advance payment will be deducted from the final payout in accordance with the terms, conditions and limitations of the Life Insurance Policy.

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

##### **Re: Bargaining Unit Work**

The following will apply as a local agreement where the current collective agreement contains an express provision addressing bargaining unit work:

Excluded staff will not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, temporary experimentation not to exceed 90 days without mutual agreement, or in emergencies when regular employees are not available, and provided that the work performed does not reduce the hours of work or pay of any regular employee in the bargaining unit.

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

##### **Re: Health and Welfare Benefits for Status Indians**

A "*status employee*" is defined as an employee who is identified as being a person registered as an Indian, under the *Federal Indian Act*.

A status employee who is in receipt of the health and welfare benefits provided under the *Federal Indian Act* will not be subject to the restrictions in Article 27.6(a) (Extended Health Plan).

#### **INFORMATION APPENDIX A**

##### **Group Benefits Plan Equivalency Provisions**

##### ***The Following Has Been Appended to the Collective Agreement for Information Purposes Only***

Plan provisions not specifically addressed in this document will be based on the provisions of the insurance provider. A group policy must not contain any clause that restricts an employee who satisfies the eligibility requirements of the collective agreement from accessing the Plan or the provisions specified in this document.

#### **GROUP LIFE**

##### **Premiums**

- 100% Employer-paid
- premium costs are a taxable income to the employee

**Eligibility**

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #2 (RE: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

**Effective Date**

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

**Amount of Benefit**

- \$50,000 in the event of death due to any cause for an employee who is less than 65 years of age
- \$25,000 in the event of death due to any cause for an employee who is 65 to 69 years of age
- benefit is paid regardless of cause of death based on employee's eligibility at date of death

**Continuation of Coverage**

- the Employer will continue to pay the Group Life contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's Group Life coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee

**Termination of Coverage**

Coverage ceases on the date the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- turns 70 years of age

**Conversion**

- upon termination of employment (excluding retirement), coverage continues at no charge to the employee or Employer for 31 days during which time the employee may convert all or part of their group life insurance, without providing medical evidence, into any whole life, endowment or term life policy normally issued by the insurer at the insurer's standard rates at that time

**Advance Payment Program**

- in the event of terminal illness, with medical information confirming life expectancy of less than one year, an advance payment of up to 50% of the Group Life benefit, subject to a maximum of \$25,000, is available to the employee

**ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)****Premiums**

- 100% Employer-paid

**Eligibility**

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #2 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

**Effective Date**

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

**Amount of Benefit**

- \$50,000 (principal sum) in the event of death due to any accidental cause (in addition to the Group Life benefit) for an employee who is less than 65 years of age
- \$25,000 (principal sum) in the event of death due to any accidental cause (in addition to the Group Life benefit) for an employee who is 65 to 69 years of age
- 100% of principal sum in the event of loss of both hands, or both feet, or sight of both eyes, or one hand and one foot, or one hand and the sight of one eye, or one foot and the sight of one eye, or hearing in both ears and speech
- 75% of principal sum in the event of loss of one arm or one leg
- 50% of principal sum in the event of loss of one hand, or one foot, or sight of one eye, or hearing in both ears, or speech
- 25% of principal sum in the event of loss of thumb and index finger of one hand, or all four fingers of one hand
- 12.5% of principal sum in the event of loss of all toes of one foot

**Exclusions**

- suicide or attempted suicide, while sane or insane
- intentionally self-inflicted injury
- war, insurrection or hostilities of any kind, whether a participant or not in such actions
- participation in any riot or civil commotion
- bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment thereof
- travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate, and operated by a duly licensed or certified pilot

while such aircraft is being used for the sole purpose of transportation only - descent from any aircraft in flight will be deemed to be part of such flight

- committing or attempting to commit a criminal offence or provoking an assault
- in the course of operating a motor vehicle while under the influence of any intoxicant; or, if blood alcohol concentration is in excess of 100 milligrams of alcohol per 100 millilitres of blood

**Continuation of Coverage**

- the Employer will continue to pay the AD&D contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee

**Termination of Coverage**

Coverage ceases on the date the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- turns 70 years of age

**Claims**

- loss must occur within 365 days of the date of the accident
- claims must be submitted within 365 days of the date of loss

**LONG-TERM DISABILITY (LTD)****Premiums**

- 100% Employer-paid

**Eligibility**

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #2 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment
- no restrictions re pre-existing medical conditions

- Upon return to work following recovery, an employee who was on claim for less than 12 months will continue in their former job, an employee who was on claim for more than 12 months will return to an equivalent position exercising their seniority rights if necessary, pursuant to Article 13.4 (Bumping) of the collective agreement.
- pensions - Employees on long-term disability will be considered employees for the purpose of pensions in accordance with the Public Sector *Pension Plans Act*

**Effective Date**

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

**Community Social Services Early Intervention Program (CSSEIP)**

The parties will follow policies and procedures set by the Community Social Services Early Intervention Program (CSSEIP)

- the program is jointly supported by both the Employer and BCGEU
- the Employer refers an employee who has been ill or injured to the CSSEIP provider
- the CSSEIP provider determines the eligibility of the employee to participate in the program
- once eligible, participation of the employee in the CSSEIP is mandatory
- the Union will support the employee to participate in the Program in accordance with the CSSEIP policies and procedures
- it is understood that access to benefits may be at risk for employees who do not participate (reference to CSSEIP policies and procedures)
- the CSSEIP provider designs a return-to-work plan tailored to the employee's individual circumstances in consultation with the employee, Employer and Union i.e. integrating the employee back into the workplace with graduated or modified duties, job accommodation by the Employer within the provisions of the collective agreement
- the CSSEIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return-to-work

**Amount of Benefit**

- 70% of the first \$2,800 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of \$2,800 or 66⅔% of basic pre-disability monthly earnings, whichever is greater
- the \$2,800 level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter
- the \$2,800 level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter

**Qualification Period**

- benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months
- employees who will be eligible for benefits under the Long-Term Disability Plan will not have their employment terminated; following expiration of their sick leave credits they will be placed on unpaid leave of absence until receipt of long-term disability benefits.

- employees who still have unused sick leave credits after the qualification period when the long-term disability benefit becomes payable will have the option of:
  - o exhausting all sick leave credits before receiving the long-term disability benefit;
  - o using sick leave credits to top off the long-term disability benefit;
  - o banking the unused sick leave credits for future use.

### Definition of Total Disability

- to qualify for benefits for the first 12 months (excluding the six-month qualification period), the employee must be unable, due to accident or sickness, to perform the duties of their "*own occupation*"
- to continue to qualify for benefits beyond the "*own occupation*" period of disability, the employee must be unable to perform the duties of any gainful occupation ("*any occupation*") for which the employee has the education, training or experience and which pays at least 70% of the current rate of pay for the employee's job at the date of their disability.

### Successive Disabilities

- if the employee returns to work during the qualification period but stops working within 31 calendar days because of the same disability, the qualification period is extended by the number of days worked
- if the employee returns to work after LTD benefits are approved, but stops working within six months because of the same disability, or within 31 days because of a new disability, the prior LTD claim is re-opened and the employee is not required to serve another qualification period

### Exclusions

- any period of disability that is not supported by the regular and personal care of a physician
- war, insurrection, rebellion, or service in the armed forces of any country
- voluntary participation in a riot or civil commotion, except while performing regular occupational duties
- intentionally self-inflicted injuries or illness

### Other Disability Income

- LTD benefits will not be reduced by income from private or individual disability plans
- LTD benefits will be reduced by 100% of any other disability income including but not limited to
  - o any amounts payable under any *Workers Compensation Act* or law or any other legislation of similar purpose
  - o any amount from any group insurance, wage continuation, or pension plan of the Employer that provides disability income
  - o any amount of disability income provided by any compulsory *Act* or law
  - o any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or would be entitled had the application for such a benefit been approved



- o any amount of disability income provided by a group or association disability plan to which the disabled employee might belong or subscribe
- LTD benefits are reduced by the amount of other disability income to which the disabled employee is entitled upon first becoming eligible for the other income; future increases in the other income such as Consumer Price Indexing or similar indexing arrangements will not further reduce the disabled employee's LTD benefits until the disabled employee's LTD benefit is recalculated to reflect the weighted average wage rate in effect following review by the underwriter every four years

**Continuation of Coverage**

- the Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave for up to 12 months (24 months if on an educational leave), if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance. Employees to be permitted to enrol in some or all of the above plans. Such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee
- Employees are not to be terminated for non-culpable absenteeism while in receipt of long-term disability benefits

**Termination of Coverage**

Coverage ceases on the date the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off
- payment of premiums cease at 64 years and six months

**Rehabilitation Plan**

- while in receipt of benefits, employees are required to participate in a rehabilitation activity or program that is medically approved to prepare them to return to their job or other gainful work
- employees returning to work through an Approved Rehabilitation Plan are eligible to receive all monthly rehabilitation earnings plus a monthly LTD benefit as defined under "*Amount of*

*Benefit*" in this section, provided the total of such income does not exceed 100% of the current rate of pay for the regular occupation at the date of disability

- upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a period of six months for the purpose of job search

#### **Rehabilitation Review Committee**

- employees who do not agree with the recommended rehabilitation plan or feel they are medically unable to participate must demonstrate reasonable grounds for their lack of participation or appeal the dispute to the Rehabilitation Review Committee
- the Rehabilitation Review Committee is composed of three qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees
- committee members are composed of one employer nominee, one union nominee and a neutral chair appointed by the nominees
- if the employee does not accept the Committee's decision, LTD benefits are suspended until the employee is willing to participate

#### **Duration of Benefits**

- benefits stop on the date the employee recovers, reaches age 65, dies, elects early retirement, refuses to participate in an Approved Rehabilitation Plan approved by a rehabilitation review committee, whichever occurs first
- if the employee's employment terminates while receiving LTD benefits, only the payment of the LTD benefit will continue; all other health and welfare coverage will end

#### **Claims Review Committee**

- the Employer/provider will assume administrative responsibility for setting up the Claims Review Committee
- an employee may request the carrier to coordinate a claims review committee if their LTD claim is denied or terminated by the carrier
- the Committee is comprised of three medical doctors: one designated by the employee; one by the Employer; and one (chairperson) who has no relationship to the employee and agreed upon by the first two doctors
- the Committee is responsible for reviewing the medical and vocational information with respect to the employee
- the Committee may interview and/or examine the claimant and may establish medical procedures and tests to determine if the employee is disabled as defined in the collective agreement
- the majority decision of the Committee is final and binding
- the final report is signed by all members of the Committee and forwarded in writing to the carrier who is then responsible for forwarding a copy to the employee, Employer and the Union
- expenses of the Chairperson are shared equally between the employee (or Union) and the carrier; expenses of the two nominees are the responsibility of each appointing party; expenses for medical procedures requested by the Committee, and travel expenses of the employee are the responsibility of the employee (or Union)

**DENTAL****Premiums**

- 100% Employer-paid

**Eligibility**

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided by MOA #2 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

**Dual Coverage Restriction**

- employees and/or dependants are ineligible for coverage if enrolled in another dental plan that is equal or better to this dental plan

**Dependants**

- husband, wife, common-law spouse (spousal partners who have co-habited for a period of not less than one year)
- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse
- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse
- unmarried physically or mentally handicapped children to any age, if mainly dependent on and living with the employee or the employee's spouse

**Effective Date**

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months
- orthodontic coverage for the employee and dependants takes effect 12 months after enrolment of the employee in the dental benefit

**Basic Services**

100% reimbursement for:

- **diagnostic services:**
  - o one standard exam every nine months for adults or twice in any calendar year for children under 19 years of age
  - o one complete exam in any three year period, provided no other exam has been paid by the Plan in the preceding nine months for adults or preceding six months for children under 19 years of age
  - o x-rays, up to the maximum established by the carrier for the calendar year
  - o full mouth x-rays once in any three year period

- **endodontic services** - root canals
- **major restorative services** - inlays, onlays and gold foils when no other material can be used satisfactorily
- **periodontic services** - procedures for the treatment of gums and bones surrounding and supporting the teeth excluding tissue grafts
- **preventive services:**
  - o cleaning and polishing of teeth every nine months for adults or twice in any calendar year for children under 19 years of age
  - o fluoride application every nine months for adults or twice in any calendar year for children under 19 years of age
  - o space maintainers intended to maintain space and regain lost space, but not to obtain more space
  - o sealants (pit and fissure) limited to once per tooth within a two-year period
- **repairs to bridges and dentures (prosthetics)** - procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic; relines are not covered more often than once in any two-year period; costs for temporary dentures are ineligible for payment
- **restorative services** - procedures for filling teeth including stainless steel crowns; additional costs for white fillings in back teeth are ineligible for payment
- **surgical services** - procedures to extract teeth as well as other surgical procedures performed by a dentist

### Major Reconstruction

60% reimbursement once in any five-year period for:

- **crowns** - rebuilding natural teeth where other basic material cannot be used satisfactorily; certain materials will not be authorized for use on back teeth
- **dentures (removable prosthetics)** - artificial replacement of missing teeth with dentures - full upper and lower dentures or partial dentures of basic, standard design and materials; full dentures may be obtained from either a dentist or licensed dental mechanic; partial dentures may only be obtained from a dentist
- **crowns and bridges (fixed prosthetics)** - artificial replacement of missing teeth with a crown or bridge

### Orthodontic Services

- 60% of braces up to a lifetime maximum of \$2,750 per person with no run-offs for claims after termination of employment
- costs of lost or stolen braces are not eligible for payment
- pre-approval by the carrier is a requirement

**Exclusions**

- cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines
- treatment covered by the WorkSafeBC, BC Medical Services Plan or other publicly supported plans
- services required as a result of an accident for which a third party is responsible
- charges for completing forms
- implants
- fees in excess of the carrier Dental Fee Schedule 2 or fees for services which are not set out in the Dental Fee Schedule
- expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act
- expenses resulting from intentionally self-inflicted injuries, while sane or insane
- charges for unkept appointments
- charges necessitated as a result of a change of dentist, except in special circumstances
- room charges and some anaesthetics
- expenses incurred prior to eligibility date or following termination of coverage
- charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint
- expenses for a dental accident that are paid or payable by the employee's extended health plan

**Continuation of Coverage**

- the Employer will continue to pay the Dental contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee

**Termination of Coverage**

Coverage ceases at the end of the calendar month in which the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work

- transfers to an ineligible status
- is laid off

**EXTENDED HEALTH PLAN****Premiums**

- 100% Employer-paid

**Eligibility**

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week except as provided in MOA #2 (Re: Health and Welfare Benefits Entitlement Threshold)
- enrolment is a mandatory condition of employment

**Dual Coverage Restriction**

- employees and/or dependants are ineligible for coverage if enrolled in another extended health plan

**Dependants**

- husband, wife, common-law spouse (spousal partners who have co-habited for a period of not less than one year)
- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse
- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse
- unmarried physically or mentally handicapped children to any age, if mainly dependent on and living with the employee or the employee's spouse

**Effective Date**

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

**Benefit Provisions**

- deductible of \$45 per person or family per calendar year
- Direct Pay card must be provided for prescription medications
- prescription drug charges are tied to Pharmacare
- eligible expenses are reimbursed at 80% of eligible expenses for the first \$1,000 in a calendar year; 100% of eligible expenses over \$1,000 in a calendar year; 100% of eligible out-of-province/out-of-country emergency expenses
- lifetime maximums per person are unlimited

**Eligible Expenses**

- **acupuncturist** - fees of an approved acupuncturist up to 80% of \$500/person/calendar year

- **ambulance** - in an emergency from the place where the sickness/injury occurs to the closest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat, airplane, or air-ambulance in an acute emergency); includes round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary
- **chiropractor** - fees of a registered chiropractor up to 80% of \$500/person/calendar year excluding the cost of x-rays taken by the chiropractor
- **dentist** - fees for repairs, including replacement, of natural teeth which have been injured accidentally; treatment must occur within one year of the date of the accident; orthodontic services, amounts paid by a dental benefit or charges exceeding the carrier dental fee schedule are not covered
- **diabetic supplies and equipment** - needles, syringes and testing supplies; blood glucose monitors (lifetime maximum of 80% of \$250); insulin infusion pumps when basic methods are not feasible (physician's letter required); carrier pre-approval required for expenses in excess of 80% of \$5,000
- **employment medicals** - charges of a physician for medical examinations required by statute or regulation of government for employment purposes, if charges not paid by the Employer
- **hearing aids** - cost of purchasing hearing aids (including devices and accessories) when prescribed by a certified ear, nose and throat specialist; \$1000 per adult every 48 months; \$1000 per child every 24 months; includes repairs; excludes payment for maintenance, batteries, recharging devices or other accessories
- **hospital room charges** - charges for occupying a private or semi-private room in an acute care hospital; excludes rental of television, telephone, etc.
- **massage therapist** - fees of a registered massage therapist up to 80% of \$500/person/calendar year
- **medical equipment rental** - rental costs unless purchase is more economical of durable medical equipment including hospital beds; wheelchairs or scooters are eligible expenses if certified by a physician that appliances are the sole means of mobility; electric wheelchairs covered only when certified by a physician that the patient cannot operate a manual chair; TENS and TEMS when prescribed by a physician; carrier pre-approval required for expenses in excess of 80% of \$5,000
- **naturopathic physician** - fees of a registered naturopathic physician up to 80% of \$500/person/ calendar year excluding the cost of testing and/or x-rays taken by the physician
- **orthopaedic shoes** - shoes intended to modify or correct a disability or custom-made orthotics up to 80% of \$500/adult/year and 80% of \$300/child/year; must be prescribed by a physician or podiatrist
- **out-of-province/out-of-country emergencies** - when ordered by an attending physician: ambulance services; hospital room charges; charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of 90 days; services of a physician, laboratory and x-ray services; prescription drugs to alleviate an acute medical condition; other emergency services and/or supplies that the carrier would cover in British Columbia
- **paramedical items and prosthetic devices** - oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces and ostomy or ileostomy supplies
- **physiotherapist** - fees of a registered physiotherapist up to 80% of \$500/person/calendar year

- **podiatrist** - fees of a registered podiatrist up to 80% of \$500/person/calendar year excluding the costs of x-rays taken by the podiatrist
- **prescription drugs** - cost of prescription drugs purchased from a licensed pharmacy, contraceptive devices, erectile dysfunction drugs, preventative vaccines, vitamin injections, food supplements, non-prescription drugs, drugs which have not been authorized for payment by the Director of the Pharmacare program
- **psychologist** - fees of a registered psychologist, registered clinical counsellor or registered social worker up to a combined annual maximum of 80% of \$500/person/calendar year
- **registered nurse** - fees of a registered nurse (not related to the employee) for special duty nursing in acute cases outside of the hospital and when recommended by a physician
- **speech therapist** - fees of a registered speech therapist, when referred by a physician, up to 80% of \$500/person/calendar year
- **surgical stockings and brassieres** - two pairs of stockings/person/calendar year; one brassiere/person/calendar year when required as a result of medical treatment for injury or illness
- **vision care** - cost of prescribed eyeglasses and/or frames and/or prescribed contact lenses to a maximum of 80% of \$350/person every 24 months

April 1, 2014 a maximum of \$100 every 24 months for eye exams

April 1, 2014 increase to a maximum of 80% of \$350.00 per person per 24 month period for coverage of prescription eye glasses or equivalent corrective laser surgery to the maximum allowed

- **wigs and hairpieces** - when required as a result of medical treatment or injury to a lifetime maximum of 80% of \$500/person
- **worldwide emergency medical assistance** - emergency medical referral services for travellers

#### Exclusions

- charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency
- charges for benefits, care or services payable by or under any other authority such as ICBC, travel insurance plans, etc.
- charges for a physician except as described under Eligible Expenses for out-of-province/out-of-country emergencies
- charges for dental services except as described under Eligible Expenses for a dentist
- expenses contributed to, or caused by, occupational disabilities which are covered by the WorkSafeBC
- charges for services and supplies of an elective (cosmetic) nature
- expenses resulting from war or an act of war, participation in a riot or civil insurrection, or commission of an unlawful act
- expenses resulting from an injury or illness which was intentionally self-inflicted, while sane or insane
- any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service



- charges for batteries and re-charging devices
- expenses relating to the repatriation of a deceased employee and/or dependant
- expenses incurred by a pregnant person while travelling outside of Canada within 21 days of the expected delivery date
- expenses related to eye examinations

#### **Continuation of Coverage**

- the Employer will continue to pay the Extended Health contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee

#### **Termination of Coverage**

Coverage ceases at the end of the calendar month in which the employee:

- terminates employment
- retires
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work
- transfers to an ineligible status
- is laid off

### **INFORMATION APPENDIX B Unsafe Work**

*The following has been appended to the collective agreement for information purposes only:*

*Sections 3.12 and 3.13 of the Occupational Health and Safety Regulations, Workers Compensation Act*

#### **3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to the employee's supervisor or Employer.

- (3) A supervisor or Employer receiving a report made under Subsection (2) must immediately investigate the matter and
- (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in their opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of
- (i) a worker member of the Joint Committee,
  - (ii) a worker who is selected by a trade union representing the worker, or
  - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under Subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

### **3.13 No Discriminatory Action**

- (1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the *Workers Compensation Act* because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

*Note: The prohibition against discriminatory action is established in the Workers Compensation Act Part 3, Division 6, Sections 150 through 153. These sections of the Act are reproduced in the Introduction to the print version of Book 1 of the Occupational Health and Safety Regulation, on pages xviii-xix.*