

COLLECTIVE AGREEMENT

between the

**Social Planning and Research Council of BC Society
(SPARC OF BC)**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from April 1, 2019 to March 31, 2022

TABLE OF CONTENTS

DEFINITIONS.....1

ARTICLE 1 - PREAMBLE1

 1.1 Purpose of Agreement..... 1

 1.2 Conflict with Regulation 1

 1.3 Future Legislation 2

 1.4 Terms Used in the Agreement 2

ARTICLE 2 - UNION RECOGNITION AND RIGHTS2

 2.1 Bargaining Unit Defined..... 2

 2.2 Bargaining Agent Recognition 2

 2.3 No Other Agreement 2

 2.4 Bulletin Board 2

 2.5 No Discrimination for Union Activity 2

 2.6 Recognition and Rights of Stewards 2

 2.7 Time Off for Union Business..... 3

 2.8 Administration of Union Leaves..... 3

 2.9 Right to Refuse to Cross Legal Picket Lines..... 4

 2.10 Correspondence..... 4

 2.11 Labour Relations Code..... 4

 2.12 Emergency Services 4

 2.13 Union Insignia 4

ARTICLE 3 - UNION-EMPLOYER RELATIONS4

 3.1 Labour Management Committee..... 4

 3.2 Authorized Representation 4

 3.3 Union Representatives 5

 3.4 Employer and Union to Acquaint New Employees..... 5

ARTICLE 4 - CHECK-OFF OF UNION DUES5

ARTICLE 5 - EMPLOYER'S RIGHTS5

ARTICLE 6 - DISCIPLINE, SUSPENSION AND DISMISSAL6

 6.1 Just Cause..... 6

 6.2 Presence of Union Representative..... 6

 6.3 Right to Receive Information..... 6

 6.4 Right to Have Information Removed 6

 6.5 Probationary Employees 6

 6.6 Employee Evaluation 6

 6.7 Annual Planning and Review 7

ARTICLE 7 - PERSONNEL FILES7

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES7

 8.1 Grievances..... 7

 8.2 Step 1..... 7

 8.3 Step 2..... 7

 8.4 Time Limit to Present Step 2 7

 8.5 Time Limit to Reply to Step 2 8

 8.6 Suspension or Dismissal..... 8

 8.7 Submitting to Arbitration 8

8.8	Time Limits to Submit.....	8
8.9	Arbitration.....	8
8.10	Costs.....	8
8.11	Administrative Procedures.....	8
8.12	Deviation from Grievance Procedure.....	9
ARTICLE 9 - UNION SECURITY.....		9
ARTICLE 10 - SENIORITY.....		9
10.1	Seniority Defined.....	9
10.2	Seniority List.....	9
10.3	Re-Employment.....	9
10.4	Loss of Seniority.....	9
10.5	Retaining Seniority.....	10
10.6	Seniority Retention.....	10
ARTICLE 11 - LAYOFF AND RECALL.....		10
11.1	Pre-Layoff Canvas.....	10
11.2	Layoff.....	10
11.3	Recall.....	10
11.4	Layoff Notice - Regular Employees.....	10
11.5	Layoff Notice - Temporary Employees.....	11
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES.....		11
12.1	Job Postings.....	11
12.2	Trial Period for Internal Staff Changes.....	11
12.3	Notification to the Employee and Union.....	11
12.4	Vacation Letters.....	12
12.5	Information in Postings.....	12
ARTICLE 13 - PAYMENT OF SALARY.....		12
13.1	Rate of Pay.....	12
13.2	Paydays.....	12
13.3	Pay on Temporary Assignment.....	12
13.4	Reimbursement of Costs.....	12
13.5	Vehicle Allowance.....	13
13.6	Incidental Daily Allowance.....	13
13.7	Travel Advance.....	13
ARTICLE 14 - BULLYING & HARASSMENT.....		13
ARTICLE 15 - TECHNOLOGICAL CHANGE.....		14
ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY.....		15
ARTICLE 17 - MATERNITY AND PARENTAL LEAVE.....		15
17.1	Eligibility and Notification.....	15
17.2	Maternity Leave.....	15
17.3	Parental Leave.....	15
17.4	Leave without Pay.....	16
17.5	Aggregate Leave.....	16
17.6	Return from Leave.....	16
17.7	Benefit Plan.....	16
17.8	Seniority Rights on Reinstatement.....	16

17.9	Sick Leave Credits.....	16
17.10	Extended Child Care Leave	17
ARTICLE 18 - HOURS OF WORK		17
18.1	Definitions	17
18.2	Hours of Work.....	17
18.3	Rest Periods	17
18.4	Flextime.....	17
18.5	Modified Workweek.....	18
ARTICLE 19 - OVERTIME.....		18
19.1	Definition.....	18
19.2	Authorization of Overtime	19
19.3	Overtime Entitlement.....	19
19.4	Overtime Compensation	19
19.5	Sharing of Overtime.....	19
19.6	No Layoff to Compensate for Overtime.....	19
19.7	Right to Refuse Overtime	20
19.8	Overtime for Part-Time Employees.....	20
19.9	Callout Provision	20
ARTICLE 20 - VACATION.....		20
20.1	Definition.....	20
20.2	Vacation Earning for Partial Years.....	20
20.3	Vacation Credits Upon Death	21
20.4	Vacation Carryover	21
20.5	Vacation Schedules	21
20.6	Vacation Preferences.....	21
20.7	Approved Leave of Absence with Pay During Vacation	21
20.8	Callback of Vacation.....	21
ARTICLE 21 - PAID HOLIDAYS		21
21.1	Paid Holidays.....	21
21.2	Holiday Falling on Saturday or Sunday.....	22
21.3	Holiday Falling on a Day of Rest	22
21.4	Holiday Falling on a Scheduled Workday.....	22
21.5	Holiday Coinciding With a Day of Vacation.....	22
21.6	Paid Holidays - Entitlement for Regular Part-Time, and Temporary Employees	22
ARTICLE 22 - SICK LEAVE ENTITLEMENT		23
ARTICLE 23 - GENERAL LEAVE ENTITLEMENT.....		23
23.1	Bereavement Leave	23
23.2	Leave for Court Appearances	24
23.3	Elections	24
23.4	General Leave	24
23.5	Professional Development	24
23.6	Leave Entitlement for Temporary Employees	24
23.7	Terminal Illness in Family Leave.....	24
23.8	Medical and Dental Care Leave.....	25
23.9	Other Religious Observances	25

ARTICLE 24 - HEALTH AND WELFARE BENEFITS25
 24.1 Benefits 25
 24.2 Regular Part-Time Employees 26
 24.3 Temporary Employees..... 26
 24.4 Benefit Coverage While on Unpaid Leave of Absence 26
 24.5 Health Benefits Coverage 26

ARTICLE 25 - CLASSIFICATION ASSIGNMENT27
 25.1 Classification Descriptions..... 27
 25.2 Classification Assignment 27
 25.3 Classification Step Assignment..... 27
 25.4 Classification Steps 27
 25.5 Classification Review 27

ARTICLE 26 - PERSONAL DUTIES.....27

ARTICLE 27 - COPIES OF AGREEMENT27

ARTICLE 28 - DURATION28
 28.1 Duration 28
 28.2 Notice to Bargain 28
 28.3 Commencement of Bargaining..... 28
 28.4 Changes in Agreement 28
 28.5 Agreement to Continue in Force..... 28
 28.6 Effective Dates 28

APPENDIX A - Wage Grid30

INFORMATION APPENDIX A - Classification Descriptions30

APPENDIX B - Arbitrators.....40

APPENDIX C - Work Related Accommodation for Disabled Employees.....40

MEMORANDUM OF AGREEMENT #1 - Modified Workweek41

LETTER OF UNDERSTANDING #1 - Re: Article 13.2 Paydays41

LETTER OF UNDERSTANDING #2 - Re: Article 2.1 Bargaining Unit Defined.....41

DEFINITIONS

For the purpose of this agreement:

"*employee*" means a member of the bargaining unit and include:

"*regular full-time*" or "*full-time regular*" means an employee who is employed for work which is of a continuous full-time nature.

"*regular part-time*" means an employee who works on a part-time schedule of hours which is less than the number of hours constituting full-time employment. Regular part-time employees are entitled to benefits of this agreement on a prorated basis.

"*temporary employee*" means an employee who is employed for work for a specified period of continuous time with an agreed termination date for special projects or for special volumes of work, or to cover regular employee absences due to sick leave, vacation or leaves of absence.

Temporary employees who have worked a total of six months or 910 hours within a 24 month period and who are employed for a further period of work will be treated thereafter as temporary employees whose term exceeds six months.

"*casual employee*" means an employee who is employed for work which is not continuous and is of an "*on call*" nature, for special projects or volumes of work.

"*volunteers/interns*" means a person engaged by the Employer to provide services without compensation. The work performed by a volunteer/intern will not result in the layoff or reduction in hours of a bargaining unit employee. A volunteer/intern is not considered to be an employee or member of the bargaining unit and is not covered under the terms and conditions of the collective agreement. Interns are gaining educational related training and experience. The Employer shall notify the Union in writing of all new interns and shall indicate the duties that they will be performing. The educational training and experience gained by an intern shall be consistent to their field of study or area of interest. The parties agree that the current practice regarding the use of volunteers/interns is consistent with the requirements of this provision.

"*summer students*" means a person who is employed for a specific period of time over the summer months with an agreed start and end date. The work performed by summer students will not result in the layoff or reduction of hours of bargaining unit employees. Summer students are considered casual employees under the collective agreement and are not covered by Article 11 - Layoff and Recall.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union and foster a collaborative spirit. Accordingly, the parties are determined to establish an effective working relationship, recognizing the mutual value of joint discussions and negotiations in certain matters pertaining to working circumstances, employment and services.

1.2 Conflict with Regulation

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

1.3 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement.

1.4 Terms Used in the Agreement

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees employed by the Employer, at 4445 Norfolk Street, Burnaby, BC except those people excluded by the *Labour Relations Code* and those excluded by mutual agreement of the parties. The parties agree that the following positions are excluded:

- Executive Director
- Manager of Finance and Administration
- Manager of Accessibility Initiatives
- Associate Executive Director / Manager of Planning, Research and Consulting Services
- Confidential Executive Assistant

2.2 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees described in the certification.

2.3 No Other Agreement

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

2.4 Bulletin Board

The Employer will provide a bulletin board for the exclusive use of the Union, the site to be determined by mutual agreement. The Union agrees to post only material relating to the business affairs of the Union.

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

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

(b) The duties of stewards shall include:

(1) Attending with an employee at meetings initiated by the Employer pursuant to Article 6.2;

- (2) Assisting an employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) Attending meetings called by the Employer;
 - (4) Investigation of grievances;
 - (5) Investigation of complaints of an urgent nature.
 - (6) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (c) The parties agree that for the purposes of Article 2.6 that it is reasonable to expect one steward to represent up to 24 employees, taking into account SPARC BC's operational considerations. In the absence of the steward, an alternate shall take their place.
- (d) The parties agree that when there are either 12 Full-Time Equivalent (FTE) employees in the administrative assistant classification or 12 FTE's in all other classifications, a second steward position will be agreed to pursuant to Article 2.6 of this agreement.

2.7 Time Off for Union Business

Upon written request by the Union and with a reasonable period of advance notice to the Employer and provided the leave requested does not negatively impact the Employer's operational requirements, the Employer will grant leave of absence without loss of seniority:

- (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 and to attend direct negotiations with the Employer;
 - (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 the grievor to attend an arbitration board or any other labour relations body.
- (b) *Without loss of pay*
 - (1) to stewards or their alternates to perform their duties as per Article 2.6;
 - (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

2.8 Administration of Union Leaves

To facilitate the administration when unpaid leave is granted for an employee to attend on union business and when the Union has agreed to compensate the employee, the leave shall be granted at basic pay and the Union shall reimburse the Employer for salary and benefit costs, including for travel time incurred.

2.9 Right to Refuse to Cross Legal Picket Lines

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

2.10 Correspondence

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

2.11 Labour Relations Code

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

2.12 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.

2.13 Union Insignia

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to provide union shop cards to 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 shall be surrendered upon demand.

ARTICLE 3 - UNION-EMPLOYER RELATIONS**3.1 Labour Management Committee**

- (a) There shall 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. Employees designated as union representatives shall not suffer any loss of basic pay for time spent on this committee. The staff representative may also attend.
- (b) The parties must meet at least once every two months during regularly scheduled working hours until this agreement is terminated, for the purposes of discussing issues relating to the workplace that affect the parties, or any employee bound by this agreement and to promote the cooperative resolution of workplace issues. The parties will exchange agenda items two weeks prior to each scheduled meeting.
- (c) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining.

3.2 Authorized Representation

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

3.3 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 shall notify the designated Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

3.4 Employer and Union to Acquaint New Employees

The Employer shall acquaint all new employees of the fact that a collective agreement is in effect and introduce all new employees to a union steward, so that the steward may present a copy of the collective agreement to the new employee. This introduction shall take place during the first five days of employment of all new employees. The steward and new employee shall be afforded 15 minutes without loss of pay for such introduction to take place.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The employees shall, as a condition of employment, execute a written authorization pursuant to Sections 21 and 22(1)(a) of the *Employment Standards Act* and the Employer shall, upon the employee's written authorization and as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of one-half of the regular monthly dues payable to the Union by a member of the Union.
- (b) Deductions shall be made each pay period and remitted by the 15th day of the month immediately following. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (c) All deductions shall be remitted to the President of the Union not later than 30 days after the date of deduction and the Employer shall also provide electronically in the file format ".csv" a list of names of those employees from whose wages such deductions have been made together with the amounts deducted from each employee.
- (d) 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. The amount so advised shall continue to be in the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (e) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

ARTICLE 5 - EMPLOYER'S RIGHTS

The Union acknowledges that the management of the business and direction of employees in the bargaining unit is retained by the Employer, except as may be otherwise specifically provided for in this agreement.

ARTICLE 6 - DISCIPLINE, SUSPENSION AND DISMISSAL

6.1 Just Cause

The Executive Director or designate may discipline, suspend, or dismiss any employee only for just cause. The parties agree to adhere to the principles of progressive discipline. In the event of a dispute over what constitutes just cause, the grievance procedure shall resolve the question.

6.2 Presence of Union Representative

(a) An employee shall have the opportunity to have a steward present at any discussion with supervisory personnel, which might be the basis for disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward of choice, providing this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to have a staff representative or local union representative present at any discussion with supervisory personnel which might be the basis for discipline of that steward, providing this does not result in an undue delay of the appropriate action being taken.

6.3 Right to Receive Information

An employee shall be given a copy of any document placed on the employee's personnel file, which may be used as a basis for disciplinary action.

6.4 Right to Have Information Removed

At the employee's written request, the Employer shall remove documents relating to disciplinary proceedings after the expiration of 18 months after the date of the document, provided there has not been a further infraction.

6.5 Probationary Employees

All new regular or temporary employees will be subject to a probationary period equivalent to 910 hours of work during which time the employee will accrue no seniority. If required, the Employer, with the agreement of the Union, may extend the probationary period for a further period, not to exceed 455 hours of work. The Employer may reject an employee during the probationary period on a test of suitability of the probationary employee for continued employment in the appointed position. An employee who is rejected during the probationary period can grieve the decision. If the employee successfully passes the probationary period, the employee's seniority will be backdated to the first day of employment. A temporary employee who is appointed to a regular position in the same classification will have 100% of the hours worked in the temporary position applied to the probationary period.

6.6 Employee Evaluation

Where a formal written evaluation of an employee's performance is carried out, it shall be used to inform both the employee and the Employer of the employee's general progress and identify areas for professional development. The evaluation shall be used primarily as a tool of support for the employee in achieving the goals and expectations of the employee's position. The employee shall be given the opportunity to read and review the evaluation and discuss it with the employee's supervisor. The employee shall, upon request, receive a copy of the evaluation.

Where a formal written evaluation is carried out which indicates unsatisfactory performance on the part of the employee, the employee shall be given an opportunity to read and review the evaluation and discuss it with the employee's supervisor. Provision shall be made on the written evaluation for the

employee to sign it and to indicate whether they accept the evaluation, or whether they disagree with it. The employee must sign and make the indication of agreement or disagreement. No grievance concerning the contents of a written evaluation can be initiated unless the employee has signed the form indicating that they disagree with the evaluation. The employee shall, upon request, receive a copy of the written evaluation at the time of signing. A written evaluation signed by the employee shall not be changed after signing, except with the knowledge of the employee. Any unauthorized changes are subject to the grievance procedure of this agreement.

6.7 Annual Planning and Review

The parties agree that each employee and their direct supervisor will complete a process of planning and review for their position.

ARTICLE 7 - PERSONNEL FILES

An employee, or authorized designate of the Union with the written authority of the employee, shall be entitled to review the employee's file and to receive copies of any and all documents within it. The employee or the Union shall give the Employer adequate notice prior to having access to such file. Otherwise, personnel files will be kept confidential and access will be given only to authorized designates of the Employer that require the information in the course of their duties.

Employees will provide the Employer with up to date contact information including mailing address and their primary telephone number and will promptly inform the Employer of any change to this information. Employees may provide additional contact information such as an email address.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.1 Grievances

The Employer and Union recognize that grievances may arise as a result of differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration. The parties agree that either may initiate the grievance procedure to work to resolve differences.

8.2 Step 1

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

8.3 Step 2

Subject to the time limits described, and if the employee has proceeded through Step 1, the employee may present a grievance at this level by recording the grievance on the appropriate form provided by the Union, setting out the nature of the grievance and the circumstances from which it arose, stating the article(s) of the agreement alleged to have been infringed upon or violated, and the remedy or correction required, and by transmitting the grievance to the Executive Director through the steward.

8.4 Time Limit to Present Step 2

If the employee presents a grievance at Step 2 of the grievance procedure, the employee must do so not later than 30 calendar days after the date on which the employee was notified orally or in writing of the

action or circumstances giving rise to the grievance, or 30 calendar days after the date on which the employee first became aware of the action or circumstances giving rise to the grievance.

8.5 Time Limit to Reply to Step 2

Within 10 calendar days of receiving the grievance at Step 2, the Executive Director or, in a situation where the Executive Director is unavailable due to illness or absence a designate, and the union area staff representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The meeting may be waived by mutual agreement in writing.

Within 30 calendar days of receiving the grievance, the Executive Director or designate shall reply in writing to the employee's grievance.

8.6 Suspension or Dismissal

Employees suspended or dismissed for alleged cause shall have the right to submit a grievance to the Executive Director commencing at Step 2, within 14 calendar days of the date on which the dismissal or suspension occurred, or within 14 calendar days of the employee receiving notice of dismissal or suspension.

8.7 Submitting to Arbitration

Failing satisfactory settlement at Step 2, either party may inform the other of its intention to submit the dispute to arbitration and, at such time, the dispute will be deemed to have been referred to arbitration.

8.8 Time Limits to Submit

A party must inform the other of the intention to submit the dispute to arbitration within 10 working days after the Step 2 decision has been received or after the decision was due pursuant to this agreement.

8.9 Arbitration

- (a) When a party to this agreement has requested that a grievance be submitted to arbitration, it shall agree in writing with the other party on a single arbitrator, as referenced in Appendix B.
- (b) Any grievance submitted to arbitration under the provisions of 8.9 (a) may, by mutual agreement of the parties, proceed to expedited arbitration or mediation for the purpose of accelerating the resolution of the grievance. Decisions rendered through such processes shall be without prejudice.

8.10 Costs

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

8.11 Administrative Procedures

Grievances and replies at Step 2 and notification to arbitrate shall be hand delivered, or received by fax or by email.

Grievances, replies and notification shall be deemed to have been presented and received on the date they were delivered to the office of the Employer or Union.

The time limits fixed in this article may be altered by mutual written consent of the parties.

If a party does not present a grievance to the next higher level within the prescribed time limits or as amended, the grievance will be deemed to have been abandoned.

8.12 Deviation from Grievance Procedure

In the event that, after having initiated a grievance through the grievance procedure, the employee endeavours to pursue the facts giving rise to the grievance through any other forum, statutory or otherwise, then the Union agrees that the grievance shall be considered to have been abandoned.

ARTICLE 9 - UNION SECURITY

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

All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 days as an employee.

Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 10 - SENIORITY**10.1 Seniority Defined**

Seniority means an employee's length of continuous service with the Employer. Employees shall be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this agreement. Seniority for a part-time employee shall be accumulated on the basis of total hours worked. Employees on leaves of absence without pay for more than 30 days do not accrue seniority. When two or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

10.2 Seniority List

On the signing of this agreement, and thereafter every 12 months, the Employer will prepare an up-to-date seniority list containing the employee's name and the employee's service seniority and will post the list for 30 calendar days. Any objection to the accuracy of the information must be submitted in writing to the Employer during the posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes and the Employer will provide the Union with a copy of the same.

10.3 Re-Employment

A regular employee who has completed probation who resigns his position and within 12 months is re-employed will have the probationary period waived and will be given credit for continuous service seniority purposes for time previously worked.

10.4 Loss of Seniority

An employee shall lose seniority and all other rights under this agreement, and shall cease to be a member of the bargaining unit and is deemed terminated when the employee:

- (a) subject to Article 10.3, voluntarily terminates their employment;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff in excess of their contractual right as established in Article 11;

- (d) accepts an excluded position with the Employer and does not return to the bargaining unit within 12 months;
- (e) fails to report to duty for three consecutive work days without informing their immediate supervisor. An employee shall be afforded the opportunity within 10 working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

10.5 Retaining Seniority

Seniority will be retained by laid off regular employees on the following basis:

- (a) Employees who are laid off after six months but less than one year's service will retain seniority for a period of 6 calendar months.
- (b) Employees who are laid off after 1 year's service shall retain their seniority for a period of one year.

10.6 Seniority Retention

Bargaining unit members who accept excluded positions with the Employer shall retain but not accrue seniority for up to 12 months.

After 12 months, employees who remain in the excluded position shall lose their seniority.

Employees who return to the bargaining unit within two years shall be credited with their previous bargaining unit seniority after working 1820 hours in their bargaining unit position.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Pre-Layoff Canvas

Where the Employer identifies to the Union a need to proceed with a layoff of employees, the Employer may, prior to the layoff of employees, canvass employees in order to invite alternatives to layoff. Where an employee proposes an alternative, once accepted by the Employer, the acceptance is final and binding upon the employee.

11.2 Layoff

In the event of layoff within a classification in a department, employees shall be laid off in reverse order of seniority within the classification and within the department in which the layoff occurs, provided the remaining employees in the classification in that department have the required skills, knowledge and ability to perform the work required.

11.3 Recall

Regular employees on layoff shall be recalled to positions that become available in their classification and in their department in order of their seniority, provided they have the required skills, knowledge and ability to perform the work required. The right to recall will expire 12 months following the date of layoff.

11.4 Layoff Notice - Regular Employees

In the event of a layoff, the Employer shall provide written notice, or pay in lieu of notice, or a combination thereof 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 three consecutive years of employment, plus one additional week for each year of employment, to a maximum of 8 weeks' notice and/or pay in lieu of notice.

11.5 Layoff Notice - Temporary Employees

In the event that a temporary employee has been employed for a term exceeding six months, and where that temporary employment will end prior to the previously determined end date, the provisions of Article 11.4 shall apply.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.1 Job Postings

- (a) Vacancies for all full-time or part-time regular positions or temporary vacancies of three months or more in the bargaining unit shall be posted exclusively within the bargaining unit for three working days prior to the vacancy being externally posted. A copy of all postings shall be provided to the steward.
- (b) Temporary employees shall be considered internal applicants for the purposes of the posting provisions of this article, but not for the provisions of Article 12.2.
- (c) The Employer, in considering applicants for a position, will consider education, skills, knowledge, ability, experience and seniority. In the event that the qualifications of the external and internal applicants for a given position are considered similar, priority in appointment shall be given to the internal applicant, and as between two internal applicants, seniority will be the determining factor.
- (d) *Additional Hours for Regular Part-Time Employees*

Where the Employer identifies to the Union that a temporary position will be posted, the parties agree that, subject to operational requirements, qualified regular part-time employees in that classification and department shall be canvassed as to whether they desire to work any additional hours; and where more than one qualified regular part-time employee wishes to work the additional available hours, seniority shall be the determining factor.

12.2 Trial Period for Internal Staff Changes

- (a) A successful internal applicant for a position will be a trial employee for 455 hours in the new position. In the event the applicant proves unsatisfactory in the position during the trial period the Employer may, after advising the Union, extend the period for a further 455 hours.
- (b) Where the Employer can clearly demonstrate a failure to meet the requirements of the new position, or if the employee wishes to return to their former position within the trial period, the employee shall be returned to their former position and wage or salary rate, without loss of seniority.
- (c) Any other employee(s) affected by the rearrangement of positions shall be returned to their former position and wage or salary rate, without loss of seniority.

12.3 Notification to the Employee and Union

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

12.4 Vacation Letters

Employees who will be absent from duty on vacation for more than seven calendar days will be entitled to file a letter with their supervisor indicating positions they would apply for should vacancies occur while they are absent. Such letter(s) will only be valid for the duration of the vacation, subject to the employee providing the Employer with information as to where they may be contacted and the employee being available to attend any required interviews.

12.5 Information in Postings

(a) Notice of vacancies shall contain the following information:

Nature of position, experience, qualifications, wage or salary rate, and the closing date.

(b) All job postings shall state:

"This position requires union membership."

ARTICLE 13 - PAYMENT OF SALARY**13.1 Rate of Pay**

(a) Regular employees shall be paid in accordance with the rates of pay negotiated by the parties and set out in Appendix A to this agreement.

(b) Temporary employees shall be paid at the first step level within their classification, unless their term of employment exceeds one year, in which case they will accrue the benefits of the appropriate steps.

(c) Temporary employees whose term is six months or less will receive an additional six percent of salary in lieu of any vacation entitlement.

(d) Casual employees will be paid in accordance with the rates of pay negotiated by the parties and set out in Appendix A to this agreement. For the purposes of accruing step increases, one year shall be considered equal to 1820 hours worked.

13.2 Paydays

Employees shall be paid biweekly. Payments will be electronically deposited by the Employer to any chartered bank or credit union in BC as chosen and authorized by the employee.

A comprehensive statement detailing all payments, allowances, and deductions shall be distributed for each period. The distribution of the pay advice statements shall be done in such a manner that the details of the pay advice shall be confidential.

13.3 Pay on Temporary Assignment

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

13.4 Reimbursement of Costs

Employee required to travel on the Employer's business or employees entitled to reimbursement of expenses shall be reimbursed as follows:

(a) *Meals*

Meal	First pay period following Ratification	April 1, 2020	April 1, 2021
Breakfast	\$12.25	\$12.50	\$12.75
Lunch	\$14.25	\$14.50	\$14.75
Dinner	\$24.50	\$25.00	\$25.50

(b) *Lodging* - Reasonable actual cost, based on receipts.(c) *Fares* - Reasonable actual cost (normally based on economy airfare) with receipts.**13.5 Vehicle Allowance**

(a) Where employees are required by the Employer to use their own vehicles in the performance of their duties, a mileage allowance at the rate of 55¢ cents will be paid for all kilometres traveled, excluding travel to and from the employee's place of residence. Employees will be required to submit an expense claim for approval.

(b) The parties agree that use of alternate and environmentally sustainable forms of transportation should be encouraged. The Employer will reimburse employees for related receipted expenses, including but not limited to, bus fare and co-operative car use.

13.6 Incidental Daily Allowance

Employees on travel status who are required to obtain overnight accommodation will be allowed to claim without receipts up to five dollars per day for incidental expenses.

13.7 Travel Advance

Upon request, an employee who is required in the performance of their duties to travel a distance requiring an overnight stay, shall be entitled to receive a travel advance sufficient to cover the estimated amount of claimable expenses.

ARTICLE 14 - BULLYING & HARASSMENT

(a) The parties recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. Work environment includes office-related functions, work assignments outside the office and any technology-based communication such as telephone or email. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) The parties shall subscribe to the principles of the *Human Rights Code* of British Columbia.

(c) Grounds for discrimination include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, illness, sex, gender identity or expression, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment.

(d) Bullying and harassment is one or a series of incidents, of any direct or indirect conduct, which serves no legitimate work purpose and causes offence, humiliation, or intimidation to the employee. Actions associated with the exercise of management or supervisory rights do not constitute harassment.

(e) Prior to initiating a complaint under Subsection (g), the complainant may approach the manager or shop steward to discuss potential means of resolving their complaint and to request assistance in

resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

(f) *Complaint Procedure*

(1) The employee may submit a complaint, in writing, within 60 days of the latest alleged occurrence, to the Executive Director. Complaints shall be treated in strict confidence by the Union and the Employer.

(2) The alleged harasser shall be given notice of the substance of such a complaint under this article.

(3) The Executive Director, or their designate, shall investigate the complaint and take such action as is appropriate to resolve the matter. The investigation shall commence within 30 days of the receipt of the written complaint. The Union staff representative shall be apprised of the Executive Director's decision.

(4) Pending the determination of the complaint, the Executive Director may take appropriate interim measures. Action taken in this regard shall not be subject to the grievance procedure.

(5) Where the complaint is determined to be of a frivolous, vindictive, or vexatious nature, the Employer will take appropriate action which may include discipline.

(6) Where the complainant, in conjunction with the Union, is not satisfied with the outcome of the Executive Director (or designate) decision, the Union may refer the complaint within 30 days of the Executive Director's decision to a mutually agreed independent investigator. The investigator shall work with the parties to achieve a mutually acceptable resolution and, if this is not achieved, the investigator may:

(i) dismiss the complaint;

(ii) determine the appropriate level of discipline to be applied;

(iii) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(7) The alleged offender shall be entitled to attend, participate in, and be represented at any hearing pursuant to Subsection 6.

(8) Where the complaint involves the Executive Director, the complainant may, through the Union, file the complaint in writing within 60 days of the alleged occurrence to a mutually agreed independent investigator who will conduct an investigation and issue a written report to the parties on the findings of the investigation.

(9) The cost of the investigator shall be shared equally between the Union and the Employer.

(g) The alleged harasser shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Executive Director or the investigator appointed under this provision. The investigator shall be: Mark Brown or an investigator mutually agreed to by the Employer and the Union.

ARTICLE 15 - TECHNOLOGICAL CHANGE

The parties shall subscribe to the principles and procedures of Section 54 of the *Labour Relations Code*.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

The parties shall subscribe to the Occupational Health and Safety provision required by the *Workers Compensation Act* and regulations.

ARTICLE 17 - MATERNITY AND PARENTAL LEAVE

17.1 Eligibility and Notification

- (a) Employees who have completed six months of employment are eligible for unpaid leave of absence from employment subject to the conditions in this article.
- (b) Temporary employees are entitled to the provisions of this article only until the defined termination date of their employment.
- (c) Every employee who intends to take a leave of absence under this article shall give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.
- (d) Each employee who wishes to change the effective date of approved leave shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

17.2 Maternity Leave

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave shall commence not earlier than 13 weeks before the expected date of delivery and end no later 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 17.2(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, 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 medical practitioner stating that they are able to perform their duties.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a medical practitioner's certificate is presented.

17.3 Parental Leave

- (a) Upon application, an employee shall be granted a leave of absence following the birth or adoption of the employee's child. The employee shall 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 shall be granted parental leave as follows:
 - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 17.2;

- (2) in the case of the birth father or common law partner of the birth mother including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child;
 - (3) in the case of an adopting parent, up to 62 weeks commencing within the 78 week period following 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 doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

17.4 Leave without Pay

All leave taken under Article 17 is leave without pay.

17.5 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 17.2 and 17.3 in respect of the birth or adoption of any one child shall not exceed 78 weeks, except as provided under Article 17.2(f) and/or 17.3(d). Where an employee is granted total maternity leave under Articles 17.2(a) and 17.2(f) of greater than 78 weeks, the employee shall not be entitled to parental leave under Article 17.3.

17.6 Return from Leave

- (a) On return from leave taken pursuant to Article 17.2 and 17.3 a regular employee shall be placed in her former position or where the former position does not exist in an equivalent position.
- (b) While a regular employee is on leave pursuant to Article 17.2 and 17.3, she does not earn paid vacation but does accumulate vacation time without pay defined by Article 20.1 and may take that period of unpaid vacation consecutive to the leave pursuant to Article 17.2 and/or Article 17.3.

17.7 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.

17.8 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

17.9 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Where any pregnant employee is advised by their physician to stay away from the place of employment because of the potential of risk from communicable disease or other harmful condition, the employee may use any earned sick leave as provided in Article 22.

17.10 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 17.2 and 17.3, an employee shall be granted a further unpaid leave of absence not to exceed six months. An employee shall neither lose nor accrue seniority while on extended child care leave.

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

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

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

ARTICLE 18 - HOURS OF WORK

18.1 Definitions

For the purposes 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 Sunday and ending at 24:00 hours the following Saturday.

18.2 Hours of Work

The normal hours of work for a regular full-time employee will be an average of 35 hours per week, seven hours per day, Monday to Friday.

18.3 Rest Periods

Employees shall be entitled to a one-half hour unpaid meal break, taken away from the workstation, which shall be scheduled as close to the middle of the workday as possible.

All employees shall be entitled to two 15 minute rest periods in each work period of six hours or more, one rest period to be scheduled before the meal break and one after the meal break. Rest periods will be taken without loss of pay to the employee.

18.4 Flextime

- (a) For the purposes of this agreement, flextime means the hours worked by an employee, or group of employees, who are given the written authority by the Employer to choose their starting and finishing times, and length of workday in accordance with the flextime parameters established by the Employer, and subject to meeting the required hours of work in accordance with this agreement.
- (b) The authority to work in accordance with a flextime arrangement and the parameters of the particular flextime arrangement will be confirmed with the employee in writing by the Employer. Any such flextime arrangement may be discontinued by either the employee or the Employer by the provision of 30 days written notice, in which case Article 18.4 will no longer apply to the employee.
- (c) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours.
- (d) The averaging period for employees on flextime shall be two pay periods.
- (e) The Employer must not require an employee, either directly or indirectly, to work excessive hours or hours detrimental to the employee's health or safety.

18.5 Modified Workweek

Providing that the criteria below are met, the Employer may grant permission to work a modified workweek. These criteria may only be changed by mutual agreement between the parties.

For any department wishing to implement a modified workweek, the following criteria will apply:

- (a) The modified workweek shall not result in increased costs to the Employer.
- (b) The modified workweek shall not result in a diminution of services.
- (c) Performance indicators to measure the above shall be mutually agreed to at a departmental level prior to implementation. Departments must have established and maintained records of performance indicators prior to implementation so that a before and after analysis can be conducted.
- (d) Implementation of the modified workweek is dependent upon the endorsement of a 75% majority of bargaining unit employees in the affected department.
- (e) The modified workweek will apply to all regular full-time employees and full-time employees whose term of employment is three months or longer in the department, except those employees working flextime schedules. Employees may be excluded by mutual agreement at the local level.
- (f) The workday on a modified workweek shall be eight and three-quarter hours in duration. The extra one and three-quarter hours worked per day shall be accumulated, at straight-time rates, to be scheduled as a day off every week.
- (g) The scheduled day off may be rescheduled by mutual agreement and taken within 20 workdays from the day on which it was originally scheduled.
- (h) Only days on which eight and three-quarter hours are worked shall generate one and three-quarter hours credit towards a day off.
- (i) Any shortfall in annual hours worked shall be scheduled by mutual agreement in the two week period following the date on which the shortfall occurred.
- (j) Where possible, employees shall schedule medical and/or dental appointments outside regularly scheduled working hours.

Where implementation of a modified workweek has resulted in an increase in costs or diminution of service, the Employer may revoke the modified workweek by serving notice of same. Such notice shall be served to the local shop steward.

Any disputes arising from the modified workweek may be referred to the Labour Management Committee.

ARTICLE 19 - OVERTIME

19.1 Definition

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of his or her regularly scheduled hours of work.
- (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.

19.2 Authorization of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance in writing by the Employer, and the employee does not control the duration of the overtime worked.

19.3 Overtime Entitlement

- (a) An employee shall be entitled to compensation for authorized overtime in excess of
 - (1) the scheduled daily full-time hours; or
 - (2) the maximum daily hours for those employees on a modified workweek; or
 - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 70.
- (c) Overtime entitlement shall be calculated in 15 minute increments, however, an employee shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.
- (d) For the purposes of (a)(2) above, the maximum daily hours for employees on modified workweek shall be eight and three-quarters hours per day.
- (e) The agreed averaging period shall be 140 hours over two pay periods.

19.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) Time and one-half for the first three hours of overtime in excess of scheduled or maximum daily hours; and
 - (2) Double-time for overtime worked in excess of (1) above; or
 - (3) In the case of hours worked in excess of the agreed averaging period, not compensated under 19.4(a)(1) or (2) above, time and one-half for the first five hours of overtime within each averaging period and double-time for additional overtime worked within the same averaging period.
- (b) Employees shall have the option of scheduling time off in lieu of being paid for overtime, except those employees authorized to work flextime. Time off, in lieu of being paid for overtime, shall be scheduled with mutual agreement.
- (c) Notwithstanding 19.4(b), employees who are authorized to work flextime may have the option of taking accumulated overtime as scheduled time off, subject to operational requirements and scheduled by mutual agreement.
- (d) Accumulated overtime not taken as scheduled time off in lieu, shall be paid at the end of the fiscal year-end. Employees may opt to have payment for the accumulated overtime transferred directly into an RRSP, provided the employee provides confirmation of allowable contribution room and all necessary banking and other information to support direct deposit or transfer.

19.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability and suitability of employees.

19.6 No Layoff to Compensate for Overtime

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

19.7 Right to Refuse Overtime

All employees shall 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.

19.8 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 workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(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, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) A part-time employee authorized for flextime and working less than the regular hours per week of a full-time employee and who is required to work in excess of their regularly agreed hours, shall be paid at the rate of straight-time for the hours worked up to the agreed averaging period.

19.9 Callout Provision

An employee who is called back to work outside of regular working hours shall be compensated for a minimum of two hours at applicable overtime rates.

ARTICLE 20 - VACATION**20.1 Definition**

"*Vacation year*" - for the purpose of this article, a vacation year shall be the fiscal year, beginning April 1st and ending March 31st.

(a) A regular full-time employee who has received at least 10 days' pay at straight-time rates shall be entitled to take vacation with pay in accordance with the following schedule commencing with the first full fiscal year of employment.

Vacation Year	Entitlement
First and second years	15 workdays
Third year and thereafter	20 workdays

(b) Part-time employees shall be entitled to annual vacation, as above, on a prorated basis.

(c) Temporary employees whose term exceeds six months shall receive annual vacation entitlement as set out in Article 20.1 and 20.2.

20.2 Vacation Earning for Partial Years

(a) During the first partial year of service, a new employee shall earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Probationary employees will earn vacation during the probationary period, but will not be entitled to schedule vacation leave until the completion of the probationary period.

(b) During subsequent vacation years, an employee will earn one-twelfth of the annual vacation entitlement for each month in which the employee has earned ten 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, on the foregoing basis, the Employer shall recover the unearned portion on March 31st of that year, or upon termination.

20.3 Vacation Credits Upon Death

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

20.4 Vacation Carryover

Subject to operational requirements, a regular employee may carry over up to a maximum of five days' vacation leave to the subsequent year.

20.5 Vacation Schedules

- (a) Employees shall submit their vacation requests to the supervisor on or before:
 - (1) December 11th for the period January 1st through April 30th; and
 - (2) April 1st for the period May 1st through December 31st.
- (b) An employee who does not exercise their seniority rights by the cutoff dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

20.6 Vacation Preferences

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each department.
- (b) Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation period have been posted. Seniority shall also prevail in further choices in the same manner.
- (c) Regular vacation times shall have priority over vacation time carried over under the provisions of Article 20.4.

20.7 Approved Leave of Absence with Pay During Vacation

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

20.8 Callback of Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

ARTICLE 21 - PAID HOLIDAYS

21.1 Paid Holidays

- (a) The Employer recognizes the following 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 day proclaimed as a holiday by the federal, provincial or municipal governments shall be a paid holiday.

(b) Employees shall be entitled to four additional paid holidays, to be scheduled between Christmas Eve Day and New Year's Day.

21.2 Holiday Falling on Saturday or Sunday

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

21.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall 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 shall be scheduled by mutual agreement and taken by the end of the month in which it was earned.

21.4 Holiday Falling on a Scheduled Workday

An employee who is required to work on a holiday which is a scheduled workday shall be compensated at the rate of time and one-half for the hours worked and shall be given a day off in lieu of the holiday.

21.5 Holiday Coinciding With a Day of Vacation

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

21.6 Paid Holidays - Entitlement for Regular Part-Time, and Temporary Employees

(a) Paid holiday payment for regular part-time and temporary employees whose term exceeds six months shall be based on the following:

(1) For employees who have worked at least 15 of the previous 30 calendar days, the average of hours worked in the 30 days prior to paid holiday (exclusive of overtime), to a maximum of seven hours.

(2) For employees who have worked less than 15 days in previous 30 days, wages earned in the 30 days prior to paid holiday divided by 15.

(b) Casual employees and temporary employees whose term is less than six months shall be entitled to five and four-fifths percent pay in lieu of paid holidays.

ARTICLE 22 - SICK LEAVE ENTITLEMENT

(a) A regular full-time employee shall earn sick leave credits at the rate of one day for each completed month of full-time employment, to a maximum of 30 days.

A regular part-time employee shall earn sick leave credits on a pro rata basis (point zero four six) hours sick leave credits per hour worked to a maximum of 210 hours.

(b) A temporary employee whose term exceeds six months shall earn sick leave credits on a pro rata basis (point zero four six) hours sick leave credits per hour worked to a maximum of 210 hours. The accrual of sick leave credits commences upon the completion of the six month term of employment.

(c) When an employee is absent from work because of illness or injury, the employee may claim sick leave at their regular pay rate for a maximum period equivalent to their accumulated credit.

(d) The Employer may request a report from a qualified medical practitioner where an employee is absent for three or more consecutive days, or where it appears that a pattern of consistent absence is developing.

(e) Sick leave entitlements under this article apply only to post probationary employees.

(f) Sick leave applies only in the case of an employee's illness or injury which prevents the employee from attending at work, or as provided in Article 23.7 - Terminal Illness in Family Leave and Article 23.8 - Medical and Dental Care Leave.

The employee shall inform their immediate supervisor with as much advance notice as possible in advance of the shift of an inability to report for work because of illness or injury.

(g) An employee who is absent from work due to illness or injury, and does not have a defined return to work date, shall maintain reasonable contact with their immediate supervisor in regards to the expected date of return to work.

ARTICLE 23 - GENERAL LEAVE ENTITLEMENT**23.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family an employee, not on leave of absence without pay, shall be entitled to special leave, at their regular rate of pay. Such leave shall not normally exceed five working days and shall be taken as required, and in consultation with the Employer.

(b) For the purposes of this article, immediate family is defined as the employee's partner or spouse, parents, children, foster children, stepchildren, sister, brother, stepsister, stepbrother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepparents, grandparents and grandchildren, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) For the purposes of this article "*partner or spouse*" means a person of the same or opposite sex living in a married or common-law relationship with the employee.

(d) In consultation with the Employer, employees may be granted up to an additional three days unpaid leave if travel is required to attend bereavement of immediate family, or in the case of bereavement of a family member outside of immediate family or a friend.

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

23.2 Leave for Court Appearances

The Employer shall grant paid leave 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 employees' private affairs.

In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

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

In the event an accused employee is jailed pending a court appearance, such leave shall be without pay.

For all the above leave, the employee shall advise their supervisor as soon as he is aware that such leave is required.

23.3 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

23.4 General Leave

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

23.5 Professional Development**(a) Staff Development Leave**

All regular employees are entitled to employer paid staff development as available in any fiscal year and in accordance with the applicable SPARC BC policies.

(b) Course Leave

In the event that the Employer requires an employee to take courses or attend a workshop, the Employer shall bear the full cost of the course or workshop, including the tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for their travelling, subsistence, and other legitimate expenses where applicable.

An employee may request leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol. The terms of the leave shall be subject to mutual agreement by the Employer and the employee.

23.6 Leave Entitlement for Temporary Employees

A temporary employee whose term exceeds six months shall be eligible for all leaves described in this article.

23.7 Terminal Illness in Family Leave

(a) In the case of illness of a member of the immediate family of an employee, as defined for the purposes of this article, serious enough to reasonably believe that a member of the immediate family may not survive, an employee shall be granted up to five days of sick leave to visit the place of residence of the immediate family member.

(b) In the event that an employee does not have adequate sick leave credits to cover leave under Subsection (a), a leave without pay shall be provided.

(c) In consultation with the Employer, an employee may be granted additional leave without pay for up to 27 weeks in accordance with the compassionate care leave subsection of the *Employment Standards Act*.

23.8 Medical and Dental Care Leave

Employees shall make every reasonable effort to schedule medical or dental appointments outside of working hours. Where this is not possible, employees may use sick leave credits to cover the time absent from work.

23.9 Other Religious Observances

(a) Employees who observe different or additional spiritual holidays are entitled up to three days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees scheduling leave under this provision may utilize or reschedule vacation, flextime, or time off in lieu of overtime or statutory holidays.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS

24.1 Benefits

The Employer shall pay the premium costs for regular full-time employees, or the appropriate prorated amount for regular full-time, regular part-time and temporary employees whose term exceeds six months, and who work 20 or more hours per week as follows:

(a) *BC Medical Services Plan* - Employer pays 50% of premium cost.

(b) *Extended Health Plan* - Employer pays 100% of premium cost. Effective April 1, 2017, increase vision care prescription eyewear to \$300 per 24 months for adults and \$300 per 12 months for dependent children under 18 years of age.

(c) *Dental Plan* - Employer pays 100% of premium cost.

Coverage summary:

- Level 1 - Basic Restorative Services - One 100% reimbursement
- Level 2 - Endodontic and Periodontic Services - 100% reimbursement
- Level 3 - Major Restorative Services - 50% reimbursement
- Level 4 - Orthodontic Services - 50% reimbursement

(d) *Basic Life, AD&D, Dependent Life* - Employer pays 100% of premium cost.

(e) *Long-Term Disability* - Employer pays 100% of premium cost.

Benefit summary:

Benefit at 66⅔% of gross monthly earnings

(f) *Employee Assistance Plan*

Employer pays 100% of premium cost.

24.2 Regular Part-Time Employees

Regular part-time employees who work less than 20 hours per week, shall receive pay in lieu of benefits at the rate of six and one-half percent.

24.3 Temporary Employees

Temporary employees who have worked for a total of six months or 910 hours within a 24 month period and who are employed for a further period of work, and who continue to work less than 20 hours per week, shall receive pay in lieu of benefits at the rate of six and one-half percent.

24.4 Benefit Coverage While on Unpaid Leave of Absence

(a) The Employer shall not pay any portion of the group insurance benefit premiums for periods during which the employee is not available for work except as follows:

- (1) While the employee is on maternity, or parental leave;
- (2) During the first 119 days of leave of absence due to illness or injury; or
- (3) During the employee's annual vacation; or
- (4) On a claim recognized by the Workers' Compensation Board.

(b) Subject to the provisions of the Employer's benefit plan policies, the Employer agrees that coverage for the health and welfare benefits outlined in Article 24.1 (a, b, c, and d) shall be continued for an employee who is on leave without pay other than those listed in Article 24.4(a), or on layoff, in accordance with the following:

- (1) For the balance of the calendar month in which the leave or layoff commences, in accordance with the provisions of Article 24.1; and
- (2) For the balance of the leave or layoff period, provided the employee pays both the Employer and employee share of all premiums either in advance or by postdated cheques in accordance with the Employer's procedures. Benefit coverage will be discontinued in the event that the employee declines or fails to provide the required payment as outlined in this provision.
- (3) Long-term disability coverage (Article 24.1[e]) does not apply to employees who are on leave of absence or layoff.

24.5 Health Benefits Coverage

The sole responsibility of the Employer is to arrange for a carrier to provide the benefits outlined in this article and to pay its share of the premiums.

In the event that the Employer changes the benefits carrier, the benefit coverage provided by the new carrier will be generally comparable to the benefit coverage under the current carrier. The Employer shall notify the Union in writing in advance of any such change and provide a copy of the new benefit booklet to the Union as soon as practicable.

ARTICLE 25 - CLASSIFICATION ASSIGNMENT

25.1 Classification Descriptions

Classification descriptions in Information Appendix A to this agreement shall set forth the required qualifications and competencies for each classification.

25.2 Classification Assignment

- (a) When a new position is established, the Employer shall assign a classification to the position and notify the Union. In the event that the Union does not agree with the classification assigned to the new position, the matter may be referred to arbitration as provided for in this collective agreement.
- (b) Specialized qualifications and/or competencies as identified and required by the Employer may replace or defer one or more specified qualifications or competencies.

25.3 Classification Step Assignment

- (a) Initial assignment to the wage grid in Appendix A shall be at Step 1 for the classification.
- (b) When an employee is newly hired for a position, the Employer may recognize years of directly relevant experience in a comparable position that exceed the experience required under the classification's qualifications and assign the employee to a step level other than the level 1 of the wage grid. The Employer will inform the designated shop steward in writing of the assigned step level within the classification level, within seven calendar days of the appointment of the new employee.

25.4 Classification Steps

After initial assignment to a classification step, the employee shall progress to the next step increment within their classification following completion of 12 months of employment at that step.

25.5 Classification Review

- (a) The Union may request the Employer to conduct a review of an employee's classification where it can be demonstrated that the employee is consistently working at a substantially increased level of competencies and meets all other qualifications of the classification.
- (b) In the event that an agreement cannot be reached, the matter may be referred to arbitration as provided for in this collective agreement.

ARTICLE 26 - PERSONAL DUTIES

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

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

Where an employee feel a problem exists in this area, the Union or the Employer may take the matter to the Labour Management Committee which will attempt to resolve the dispute.

ARTICLE 27 - COPIES OF AGREEMENT

- (a) The Union and the Employer desire every employee to be familiar with the provision of this agreement and the rights and obligations under it and will include the location of the nearest union

office and the name of the steward, such information to be provided by the Union and updated as necessary from time to time. For this reason, the agreement will be copied and distributed to all employees. The parties will share equally the cost of copying the agreement.

(b) A final collective agreement including all changes made will be signed by parties within three months after ratification.

(1) The Union will submit to the Employer a draft for proofing within one month of ratification;

(2) The Employer will submit to the Union all its amendments to the draft within one month of receiving the draft from the Union.

ARTICLE 28 - DURATION

28.1 Duration

This agreement shall be binding and remain in effect until midnight March 31, 2022.

28.2 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, 2021 but in any event not later than midnight, December 31, 2021.

(b) Where no notice is given by either party prior to January 1, 2022 both parties shall be deemed to have given notice and Article 28.3 shall apply.

(c) All notices on behalf of the Union shall be given by the President of the Union.

28.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 28.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

28.4 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.

28.5 Agreement to Continue in Force

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

28.6 Effective Dates

All changes to the collective agreement are effective on the date of ratification of the collective agreement unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:
Stephanie Smith
056183C9210A43B...

Stephanie Smith
President

DocuSigned by:
Steve Ell
6D72CA98EFEB4D6...

Stephen Ell
Bargaining Committee Chair

DocuSigned by:
Ronnie Legaspi
A6CE69E41896413...

Ronnie Legaspi
Bargaining Committee

DocuSigned by:
Swannie Wu
D1AAB32CFBF8475...

Swannie Wu
Bargaining Committee

DocuSigned by:
Reagan Belan
84C05C3CD1A8417...

Reagan Belan
Staff Representative

Dated: June 24, 2021

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:
Hugh Kellas
4D998ADD8CDB439...

Hugh Kellas
President, Board of Directors

DocuSigned by:
Lorraine Copas
9763358DC11441F...

Lorraine Copas
Executive Director

APPENDIX A
Wage Grid

The following wage increases will be applied:

April 1, 2019 - 2%

April 1, 2020 - 2%

April 1, 2021 - 2%

Classification	Step	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
Administrative Assistant		2%	2%	2%
	1	\$36,482.32	\$37,211.97	\$37,956.20
	2	\$37,576.39	\$38,327.92	\$39,094.48
	3	\$38,703.91	\$39,477.99	\$40,267.55
	4	\$39,864.90	\$40,662.20	\$41,475.44
	5	\$41,060.46	\$41,881.67	\$42,719.30
Level 1: Project Coordinator I		2%	2%	2%
	1	\$42,867.17	\$43,724.51	\$44,599.00
	2	\$43,724.80	\$44,599.30	\$45,491.29
	3	\$44,599.16	\$45,491.15	\$46,400.97
	4	\$45,491.38	\$46,401.21	\$47,329.23
	5	\$46,400.31	\$47,328.32	\$48,274.88
Level 2: Researcher I / Project Coordinator II		2%	2%	2%
	1	\$48,643.09	\$49,615.95	\$50,608.27
	2	\$49,615.60	\$50,607.91	\$51,620.07
	3	\$50,608.18	\$51,620.34	\$52,652.75
	4	\$51,620.83	\$52,653.24	\$53,706.31
	5	\$52,652.44	\$53,705.49	\$54,779.60
Level 3: Researcher II / Project Coordinator III		2%	2%	2%
	1	\$54,966.60	\$56,065.93	\$57,187.25
	2	\$56,066.25	\$57,187.58	\$58,331.33
	3	\$57,188.19	\$58,331.96	\$59,498.60
	4	\$58,331.34	\$59,497.97	\$60,687.93
	5	\$59,499.02	\$60,689.00	\$61,902.78
Level 4: Researcher III		2%	2%	2%
	1	\$61,412.80	\$62,641.06	\$63,893.88
	2	\$62,335.11	\$63,581.81	\$64,853.45
	3	\$63,270.82	\$64,536.24	\$65,826.96
	4	\$64,218.79	\$65,503.16	\$66,813.22
	5	\$65,182.37	\$66,486.02	\$67,815.74

INFORMATION APPENDIX A
Classification Descriptions

Qualifications

Qualifications are the description of the minimum requirements for a classification, including education, related experience, recognition of equivalencies for education and/or experience, if any, and other qualifications. Each classification within the categories of Project Coordinator and Researcher builds upon and includes the qualifications of the previous level.

(a) *Administrative Assistants*

Education: At least high school graduation or graduation equivalency certificate.

Experience: At least one year of employment or equivalent experience in an administrative position, with experience in the use of data bases.

Other: Demonstrated word processing, telephone, and people skills. Ability to manage time and multiple tasks.

(b) *Project Coordinators*

Project Coordinator I

Education: At least a university degree in a discipline related to community development, social planning, communication or organizational development or an equivalent combination of post-secondary education, employment and experience in the not-for-profit sector, a social justice or community development organization.

Experience: At least one year of employment or equivalent experience in the not-for-profit sector, a social justice or community development organization.

Other: Demonstrates appropriate level of competency based on the competency definitions and the requirements of the PC I position Level 1.

Project Coordinator II

Education: See Project Coordinator I.

Experience: At least three years of employment in the not-for profit sector, a social justice or community development organization. At least one year experience in leading and coordinating projects.

Other: Demonstrates appropriate level of competency based on the competency definitions and the requirements of the PC II position Level 2.

Project Coordinator III

Education: See Project Coordinator I.

Experience: At least eight years of employment in the not-for-profit sector, a social justice or community development organization and demonstrated recognition as an authority in the field. At least three years of experience managing complex projects or programs, such as those involving multi-sectoral partnerships, complex inter-cultural issues, or long-term comprehensive development strategies.

Other: Demonstrates appropriate level of competency based on the competency definitions and the requirements of the PC III position Level 3.

(c) *Researchers*

Researcher I

Education: At least a Master's Degree or equivalent post-graduate degree in a discipline relevant to social research and planning.

Experience: At least one year of employment or equivalent experience in research, social planning and evaluation activities.

Other: Demonstrates appropriate level of writing competency; understanding of social issues within BC; understanding of social inclusion issues.

Researcher II

Education: See Researcher I.

Experience: At least four years of employment or equivalent combination of employment and experience in research, social planning, community development and evaluation. At least two years' experience in leading and coordinating projects.

Other: Demonstrates appropriate level of writing, partnership, and team work competencies.

Researcher III

Education: See Researcher I.

Experience: At least eight years of employment or equivalent combination of employment and experience in research, social planning, community development, and evaluation, and demonstrated recognition as an authority in his or her field of practice. At least four years' experience in managing complex research projects or programs, such as those involving complex and inter-related issues or entailing significant organizational risk or multi-layered evaluations.

Other: Expert partnership, media and project task competencies, particularly in proposal development and marketing, and methodology and research.

COMPETENCY DEFINITIONS

Competencies for the purpose of this agreement shall mean a general description of the knowledge, skills, and assigned level of responsibility for each classification.

Competency Levels

Factor	Aware	Proficient	Excellent	Expert
Knowledge	<ul style="list-style-type: none"> ▪ Basic practical knowledge of subject area 	<ul style="list-style-type: none"> ▪ Good practical knowledge of subject area (gains from training or experience) ▪ Basic conceptual/theoretical understanding 	<ul style="list-style-type: none"> ▪ Advanced practical knowledge of subject area ▪ Good conceptual/theoretical understanding 	<ul style="list-style-type: none"> ▪ Complete practical knowledge of subject area ▪ Superb conceptual/theoretical understanding
Skill	<ul style="list-style-type: none"> ▪ Basic applied skills (gains from training or experience) 	<ul style="list-style-type: none"> ▪ Good applied skills (gains from specific areas of training or knowledge) 	<ul style="list-style-type: none"> ▪ Advanced applied skills ▪ Good command of theoretical/conceptual tasks 	<ul style="list-style-type: none"> ▪ Superb applied skills ▪ Superb command of theoretical/conceptual tasks
General scope of work	<ul style="list-style-type: none"> ▪ Takes direction ▪ Works to develop skills and knowledge 	<ul style="list-style-type: none"> ▪ Applies principles and processes ▪ Applies past learning to new situations ▪ Works collaboratively on teams and takes responsibility for some components 	<ul style="list-style-type: none"> ▪ Develops new processes ▪ Applies knowledge to complex or unusual problems and demonstrates innovation in work ▪ Anticipates use and development of competency 	<ul style="list-style-type: none"> ▪ Develops new theory/concepts ▪ Involved with leading edge issues in the field ▪ Works strategically ▪ Integrates work outside competency area

Employee Support

Coach: An employee shares their ideas, knowledge, and skills, provides learning support, and suggests alternate approaches.

Train: An employee teaches a skill or imparts specific knowledge in a competency area to one or more other employees.

Mentor: An employee works to increase another employee's competency level in a given area through assessment, guidance, review, and direction in specific project work or other aspects of a competency.

Work Support

With support: An employee being supported works independently but may request contributions of another employee who discusses approach, shares skills and knowledge, and suggests alternatives or improvements.

With advice: An employee being advised works in collaboration with another employee who recommends approach, provides feedback, and reviews the work.

With guidance/Provides guidance: An employee being guided works in collaboration with another employee who determines approach, reviews work, provides feedback, and is responsible for the completion of the work. Guidance does not include managerial responsibilities.

Roles

Assists: An employee who assists works with guidance on components of the required work in collaboration with another employee.

Leads: A project lead is responsible for coordination and communication among team members, and responds to management with regard to project status.

Tasks

Builds upon (relationships): The employee strengthens and maintains existing organizational relationships.

Develops (relationships): The employee creates new organizational relationships and partnership opportunities using an in-depth knowledge of the sector or network of contacts.

Project Complexity

Project complexity, and the level of responsibility required to manage it, is determined by a balanced assessment of the appropriate measures that constitute a project's total importance to the organization. Project measures include but are not limited to those outlined in the following table.

Best-Fit Assessment of Complexity			
Measure	Simple	Moderately Complex	Complex
Internal team size	▪ Small (e.g., 1 to 2)	▪ Medium (e.g., 3 to 5)	▪ Large (e.g., 6+)
Partners and subcontractors	▪ A single partner or subcontractor	▪ Few separate partners or subcontractors	▪ Many separate or few coordinated partners / subcontractors (e.g., 4+ partners / subcontractors, multi-sector or multi-stakeholder committees)
Number of project foci	▪ Usually 1 focus, up to 2	▪ A few foci (e.g., 3 to 5)	▪ Many separate foci (e.g., more than 5)
Level of Risk	▪ Low risk (e.g., minimal risk to organization's finances, reputation, profile, future opportunities, flexibility, capacity, etc.)	▪ Moderate risk	▪ High risk (e.g., very large budget, large media profile, many partner and funder relationships, monopolizes internal capacity)

	Level 1	Level 2		Level 3		Level 4
	PC1	PC2	R1	R2	PC3	R3
COMPETENCIES						
Writing	<ul style="list-style-type: none"> Aware of appropriate styles Assists with drafting, outlining, and analysis 	<ul style="list-style-type: none"> Proficient writer in appropriate styles (e.g., scales to audience) Outlines, drafts, analyzes, and edits with support 		<ul style="list-style-type: none"> Excellent writer in appropriate styles Edits and improves the work of others Signs off on final products Trains others 		<ul style="list-style-type: none"> Expert writer in all styles Publishes independently Review for quality Mentors others
Facilitation	<ul style="list-style-type: none"> Aware of group processes Aware of group dynamics and conflict resolution Can take leadership in group activities 	<ul style="list-style-type: none"> Proficient in group processes Proficient with diverse and challenging groups Trains others 	<ul style="list-style-type: none"> Aware of group processes Aware of group dynamics and conflict resolution Coaches others 	<ul style="list-style-type: none"> Proficient in group processes Proficient with diverse and challenging groups Trains others 	<ul style="list-style-type: none"> Excellent in group processes (e.g., conflict avoidance, conflict resolution, large group facilitation, adapts to changing situations) Mentors others 	<ul style="list-style-type: none"> Expert in group processes (e.g., conceptualizes new methods, can publish on subject) Mentors others
Partnerships	<ul style="list-style-type: none"> Manages project partnerships with guidance Aware of theory and practice of organizational governance Can build upon community relationships 	<ul style="list-style-type: none"> Manages project and organization partnerships with support Proficient in theory and practice of organizational governance Builds upon community and sector relationships 	<ul style="list-style-type: none"> Manages project and organization partnerships with advice Aware of theory and practice of organizational governance Can build upon community relationships 	<ul style="list-style-type: none"> Manages project and organization partnerships with support Proficient in theory and practice of organizational governance Builds upon community and sector relationships 	<ul style="list-style-type: none"> Manages project and organization partnerships Excellent in theory and practice of organizational governance Can handle complex inter-sector and multi-interest partnerships (e.g., conflict avoidance, conflict resolution) Develops community and sector relationships 	<ul style="list-style-type: none"> Manages project and organization partnerships Excellent in theory and practice of organizational governance Can handle complex inter-sector and multi-interest partnerships Develops community and sector relationships and networks

	Level 1	Level 2		Level 3		Level 4
	PC1	PC2	R1	R2	PC3	R3
COMPETENCIES						
Representing the Organization	<ul style="list-style-type: none"> ▪ Manages client/funder relationships with guidance ▪ Assists in development and delivery of presentations ▪ Executes communications tasks with guidance ▪ Can build upon media contacts and develop materials with guidance 	<ul style="list-style-type: none"> ▪ Manages client/funder relationships with advice ▪ Develops and delivers presentations with advice ▪ Executes communications tasks with support ▪ Designs communication plans ▪ Identifies risks and proposes solutions with advice ▪ Represents the organization at meetings and events ▪ Can speak to media in areas of specific expertise ▪ Can build upon media relationships and develop materials with advice 		<ul style="list-style-type: none"> ▪ Manages and builds client / funder relationships ▪ Develops and delivers presentations ▪ Executes communications tasks ▪ Designs communication strategies ▪ Identifies risks and addresses liabilities with support ▪ Provides guidance on the presentations of others ▪ Trains others on presentations ▪ Represents and promotes the organization within the community ▪ Speaks to media, builds upon media relationships, develops, signs off on, and releases media materials ▪ Can train others in media skills 		<ul style="list-style-type: none"> ▪ Manages and develops client / funder relationships ▪ Anticipates and addresses risks and liabilities ▪ Mentors others on presentations ▪ Represents and promotes the organization widely ▪ Uses established media contacts and develops relationships ▪ Mentor the media skills of others
Public Education	<ul style="list-style-type: none"> ▪ Aware of public education theory ▪ Assists in public education preparation and delivery ▪ Assists in components and background of knowledge transfer materials 	<ul style="list-style-type: none"> ▪ Proficient in public education theory ▪ Prepares and delivers public education ▪ Proficient in curriculum design ▪ Develops knowledge transfer materials with support ▪ Trains others 	<ul style="list-style-type: none"> ▪ Aware of public education theory ▪ Prepares and delivers public education with advice ▪ Develops knowledge transfer materials with support 	<ul style="list-style-type: none"> ▪ Proficient in public education theory ▪ Prepares and delivers public education ▪ Proficient in curriculum design ▪ Proficient in logic model and evaluation design ▪ Assesses community needs and scales appropriately ▪ Develops knowledge transfer materials ▪ Trains others 	<ul style="list-style-type: none"> ▪ Expert in public education theory ▪ Expert in curriculum design ▪ Proficient in logic model and evaluation design ▪ Assesses community needs and scales appropriately ▪ Develops knowledge transfer materials ▪ Mentors others ▪ Mentors others within the community 	<ul style="list-style-type: none"> ▪ Expert in public education theory ▪ Expert in curriculum design ▪ Expert in logic model and evaluation design ▪ Mentors others ▪ Mentors others within the community

	Level 1	Level 2	Level 3	Level 4	
	PC1	PC2	R1	R2	
				PC3	
				R3	
PROJECT COMPETENCIES					
Proposal Development & Marketing	<ul style="list-style-type: none"> ▪ Assists in proposal development coordination ▪ Develops proposal components with advice ▪ Markets organization's services and promote organization with marketing materials 	<ul style="list-style-type: none"> ▪ Leads or initiates proposal development with advice ▪ Develops budget with advice ▪ Responds to direct contract offers with advice ▪ Proposes subcontractors for project components with advice ▪ Proposes project partners with advice ▪ Engages subcontractors and partners with guidance ▪ Cross-markets the organization and its services ▪ Distributes marketing materials 	<ul style="list-style-type: none"> ▪ Leads or initiates proposal development ▪ Develops budgets with support ▪ Submits proposals over own name ▪ Responds to direct contract offers ▪ Proposes subcontractors and partners with advice ▪ Builds relationships with subcontractors and partners ▪ Uses contacts to develop opportunities ▪ Initiates project development with academics, governments, and community members ▪ Develops long-term strategies for project development ▪ Designs and distributes marketing materials 	<ul style="list-style-type: none"> ▪ Leads or initiates proposal development ▪ Develops budgets with support ▪ Submits proposals over own name ▪ Responds to direct contract offers ▪ Proposes subcontractors and partners ▪ Builds relationships with subcontractors and partners ▪ Uses contacts to develop opportunities ▪ Initiates project development with academics, governments, and community members ▪ Develops long-term strategies for project development ▪ Mentors others in project development ▪ Designs and distributes marketing materials 	<ul style="list-style-type: none"> ▪ Develops budgets ▪ Proposes subcontractors and partners ▪ Promotes organization ▪ Mentors others in project development ▪ Produces contracting opportunities through network of contacts ▪ Initiates project development with academics, governments, and community

	Level 1	Level 2		Level 3		Level 4
	PC1	PC2	R1	R2	PC3	R3
PROJECT COMPETENCIES						
Team Work	<ul style="list-style-type: none"> ▪ Works on teams 	<ul style="list-style-type: none"> ▪ Leads moderately complex community development projects with guidance ▪ Can lead simple projects 	<ul style="list-style-type: none"> ▪ Works on teams ▪ Leads moderately complex research projects with guidance ▪ Can lead simple projects 	<ul style="list-style-type: none"> ▪ Leads complex research projects with advice ▪ Leads moderately complex projects ▪ Usually takes key role or contributes specific expertise 	<ul style="list-style-type: none"> ▪ Leads complex community development projects with advice ▪ Leads moderately complex projects ▪ Usually takes key role or contributes specific expertise 	<ul style="list-style-type: none"> ▪ Leads complex projects ▪ Consistently contributes in leadership role or with specialized expertise ▪ Mentors others
Methodology	<ul style="list-style-type: none"> ▪ Aware of community development approaches ▪ Assists in the development of community development methodologies 	<ul style="list-style-type: none"> ▪ Proficient with a variety of methodological approaches ▪ Adapts, designs, and applies methodologies with advice 		<ul style="list-style-type: none"> ▪ Excellent with appropriate methodologies ▪ Selects, adapts, and designs methodologies with support 		<ul style="list-style-type: none"> ▪ Expert with appropriate methodologies ▪ Selects, adapts, and designs methodologies
Project Tasks	<ul style="list-style-type: none"> ▪ Completes assigned project work with guidance 	<ul style="list-style-type: none"> ▪ Completes project work with advice ▪ Identifies risks and proposes solutions with advice ▪ Coaches others 		<ul style="list-style-type: none"> ▪ Completes project work ▪ Provides guidance on the work of others ▪ Identifies risks and addresses liabilities ▪ Applies specific expertise ▪ Signs off on project work ▪ Trains others 		<ul style="list-style-type: none"> ▪ Anticipates and addresses risks and liabilities ▪ Applies specialized expertise ▪ Reviews project work for quality ▪ Mentors others

	Level 1		Level 2		Level 3		Level 4	
	PC1	PC2	R1	R2	PC3	R3		
PROJECT COMPETENCIES								
Research	<ul style="list-style-type: none"> ▪ Aware of social research approaches ▪ Completes assigned research tasks with guidance ▪ Aware of community development approach to research 	<ul style="list-style-type: none"> ▪ Proficient in social research ▪ Aware of ethical research standards ▪ Can demonstrate application of community development approach to research 	<ul style="list-style-type: none"> ▪ Excellent in social research (e.g., designs and executes a variety of techniques for data collection) ▪ Proficient with ethical research standards ▪ Proficient with the community development approach to research ▪ Coaches others 	<ul style="list-style-type: none"> ▪ Expert in social research (e.g., conceptualizes and utilizes a variety of techniques for data collection) ▪ Excellent with ethical research standards ▪ Provides guidance on research work ▪ Excellent in the community development approach to research ▪ Trains others 	<ul style="list-style-type: none"> ▪ Excellent in social research ▪ Proficient with ethical research standards ▪ Excellent in the community development approach to research 	<ul style="list-style-type: none"> ▪ Expert in ethical research standards ▪ Expert in the community development approach to research ▪ Mentors others 		
Event Planning / Logistics	<ul style="list-style-type: none"> ▪ Proficient in event planning / logistics ▪ Completes assigned event planning tasks with guidance 	<ul style="list-style-type: none"> ▪ Excellent in event planning / logistics ▪ Leads complex events with guidance ▪ Leads moderately complex events with advice ▪ Develops and manages budget with advice ▪ Develops event communications with support 	<ul style="list-style-type: none"> ▪ Proficient in event planning / logistics ▪ Leads moderately complex events with guidance ▪ Develops and manages budget with advice ▪ Develops event communications with support 	<ul style="list-style-type: none"> ▪ Excellent in event planning / logistics ▪ Leads complex events with advice ▪ Develops and manages budget with support ▪ Develops event communications 	<ul style="list-style-type: none"> ▪ Expert in event planning / logistics ▪ Leads complex events with support ▪ Leads moderately complex events ▪ Develops and manages budget ▪ Develops event communications ▪ Mentors others 	<ul style="list-style-type: none"> ▪ Expert in event planning / logistics ▪ Leads complex events ▪ Develops and manages budget ▪ Mentors others 		
Analysis	<ul style="list-style-type: none"> ▪ Aware of forms of analysis ▪ Completes draft analyses with guidance 	<ul style="list-style-type: none"> ▪ Proficient with appropriate forms of analysis ▪ Completes analyses with support ▪ Coaches others 	<ul style="list-style-type: none"> ▪ Excellent in appropriate forms of analysis ▪ Provides guidance on analysis ▪ Signs off on the analyses of others ▪ Trains others 	<ul style="list-style-type: none"> ▪ Expert in appropriate forms of analysis ▪ Mentors others 				

**APPENDIX B
Arbitrators**

The parties have agreed that when the appointment of an arbitrator is needed pursuant to Article 8, an arbitrator will be agreed upon from the following list of names:

Mark Brown
Chris Sullivan
Wayne Moore

In the event that none of the above arbitrators is available to commence a hearing within three (3) months of the submission to arbitration, then the parties may agree to another arbitrator.

**APPENDIX C
Work Related Accommodation for Disabled Employees**

1. The parties acknowledge that the process outlined in this memorandum arises under the provisions of the BC Human Rights legislation and applies to an employee seeking an accommodation arrangement for a disability, or for a situation arising from domestic violence experienced by the employee for which an accommodation is appropriate pursuant to this Appendix.
2. An employee seeking an accommodation pursuant to point #1 with respect to their job duties will so advise their immediate supervisor in writing.
3. The request in point #2 will include a description of the employee's limits and restrictions, the nature and expected duration of the accommodation sought, and documentation from the employee's doctor outlining the reasons for the accommodation request.
4. The immediate supervisor will arrange a meeting with the employee and a designated union representative to review the information provided by the employee and to discuss whether an accommodation is appropriate in the circumstances, and/or identify other alternatives which may apply to the situation.
5. An employee seeking an accommodation arrangement pursuant to this memorandum has a duty to:
 - (a) Cooperate with the Employer in the design and implementation of a reasonable accommodation arrangement, and
 - (b) Provide any relevant medical and other information associated with the accommodation request.
6. The Employer's decision regarding the request for accommodation will be provided in writing to the employee and the local union representative.
7. Accommodation arrangements will be in writing and signed by the Employer, the Union, and the employee.
8. Accommodation arrangements will be monitored on an ongoing basis to assess whether the accommodation measures are appropriate.
9. All information associated with a request for accommodation will be held in confidence.

MEMORANDUM OF AGREEMENT #1
Modified Workweek

- (a) The parties acknowledge that the modified workweek currently applies to employees in the Parking Permit Program department, Catherine Welsh and Lorna Villarosa. The Employer advises, pursuant to Article 17.5, that the continuation and/or any expansion of the modified workweek to other department employees has resulted and/or will result in an increase in costs and a diminution of service.
- (b) The parties agree that the modified workweek shall apply only to those employees in the Parking Permit Program named above for the term of this agreement.
- (c) The Employer has also advised that the modified four day workweek as described in this agreement does not meet the operational requirements of any other department of SPARC BC.

LETTER OF UNDERSTANDING #1
Re: Article 13.2 Paydays

The parties agree that the above noted provision will be subject to a revision which provides for employees to be paid twice per month in accordance with the following:

- (1) The Employer will notify the Labour Management Committee and BCGEU union staff representative of its intention to implement the change no later than three months in advance of the proposed change.
- (2) The Employer will provide the Labour Management Committee with the full information on the implementation details of any proposed revisions to the payday process.
- (3) The Labour Management Committee will be provided with the opportunity to review the proposed revisions and to communicate their concerns to the Employer prior to implementation, including any economic hardship resulting from the proposed revisions and possible strategies to help mitigate potential impacts.

LETTER OF UNDERSTANDING #2
Re: Article 2.1 Bargaining Unit Defined

The parties agree that the number of persons employed in the following excluded positions will be as follows:

Manager of Accessibility Initiatives

As a result of an accommodation situation involving a reduction in working hours by the current incumbent, a second excluded employee will be engaged in this position.

Confidential Executive Assistant

As a result of an expected increase in the volume of Executive Assistant duties as required by the Executive Director and the Associate Executive Director/Manager of Planning, Research and Consulting, a second Confidential Executive Assistant will be appointed.