

**COLLECTIVE AGREEMENT**

**between the**

**THE SALVATION ARMY CASCADE COMMUNITY  
MINISTRIES (CENTRE OF HOPE)**

**and the**

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

**Effective from April 1, 2019 to March 31, 2022**

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## DEFINITIONS

For the purpose of this agreement:

"*Casual employees*" are employed on an "on call" basis to cover absences due to sick leave, vacation, or other approved leaves, or to augment staff during peak periods or periods of staff shortage. Casual status also applies to temporary employees, who may be working to cover a short-term position or longer-term absence, for example to backfill for parental leave or backfill for someone on a long-term medical leave. This would not include regular employees who accept a temporary assignment.

"*Clients*" includes residents and means people who are receiving services, including emergency overnight accommodation at The Salvation Army Centre of Hope. Clients shall not be considered employees for the purposes of this collective agreement.

"*Employer*" means The Salvation Army Centre of Hope.

"*Job Description*" includes the generic job description and task list.

"*Regular Full-Time Employee*" means an employee who is appointed to a regular scheduled position and is regularly scheduled to work 25 to 40 hours per week. A regular full-time employee may be entitled to all of the benefits outlined in the agreement except where otherwise specified.

"*Regular Part-Time Employee*" means an employee who is appointed to a regular scheduled position and is regularly scheduled to work but works less than 25 hours per week. A regular part-time employee may be entitled to all of the benefits outlined in the agreement except where otherwise specified.

"*Union*" means B.C. Government and Service Employees' Union or BCGEU.

"*Volunteers*" means members of the public, residents/clients, conditional sentence order participants or student placements who volunteer their time in various capacities, which are supernumerary to the work being done by employees. Volunteers shall not be considered employees for the purposes of this collective agreement, and shall not result in a reduction of hours of work or layoff of any employees.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose

(a) The parties recognize that the primary focus of The Salvation Army Cascade Centre of Hope is to support clients holistically, in fulfillment of The Salvation Army's mission statement to share the love of Jesus Christ, meet human needs and to be a transforming influence in the community.

(b) The parties also recognize that the purpose of this agreement, which has been negotiated and entered in good faith, to:

- (1) recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- (2) provide and maintain working conditions, hours of work, wage rates and benefits;
- (3) provide and maintain an orderly system for the promotion, transfer, layoff and recall of employees;
- (4) provide and maintain a prompt, just and equitable procedure for the resolution of grievances; and

(5) generally, through the full and fair administration of all of the terms of this agreement, to develop and maintain a cooperative and respectful working relationship between the Union and the Employer.

### **1.2 Conflict with Policies and Rules**

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

### **1.3 Human Rights Code**

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

### **1.4 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 this agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for provisions so rendered null and void or materially altered.

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

### **2.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Services Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on January 21, 2015 applies.

### **2.2 Bargaining Unit Defined**

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

- (1) by mutual agreement between the parties; or
- (2) by virtue of a decision by the Labour Relations Board of British Columbia.

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include a copy of the job description and reason for exclusion.

(c) If no agreement is reached within 30 days of notification, either party may refer the matter to the Labour Relations Board for a determination.

### **2.3 Correspondence and Directives**

(a) 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.

(b) The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit pertaining to the interpretation or application of this agreement shall be forwarded to the President of the Union or designate.

### **2.4 No Other Agreement**

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



## 2.5 No Discrimination for Union Activity

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

## 2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates, and shall advise the Employer of changes to that list. Such changes shall be made in writing.
- (c) A steward shall obtain permission from their immediate supervisor for time away from work activities without loss of basic pay for the following duties:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances;
  - (3) assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (4) supervising ballot boxes and other and related functions during ratification votes;
  - (5) accompanying an employee, at their request, to a meeting called by the Employer, from which disciplinary action may arise;
  - (6) meeting with new employees, per Article 5 (Employer and Union to Acquaint New Employees); and
  - (7) if appointed, acting as members of the Joint Labour Management Committee.
- (d) The Employer agrees that stewards will be permitted, with prior arrangement, reasonable use of the Employer's telephone/facsimile/computer equipment.
- (e) Permission under (c) above shall not be unreasonably withheld. Stewards who obtain permission to carry out their duties must make every reasonable effort to complete their business in as short a time as possible and advise their supervisor of their return to the work area.

## 2.7 Bulletin Boards

The Employer agrees to provide a bulletin board in the main floor lunchroom for the use of the Union for the purpose of posting union business. Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a legal dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) 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.
- (c) The Union agrees to notify the Employer as soon as possible of the existence of such picket line as referred to in (a) or (b) above.

## 2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union recognizes that the union insignia will not replace the Employer's branding. If a concern arises from a specific item that the Employer deems has replaced its own branding, the Employer has the right to ask that the article not be used until mutual agreement can be reached by the Labour Management Committee. If agreement cannot be reached, the Union may file a grievance on the matter.
- (c) The Union will furnish union shop cards to the Employer to be publicly displayed on the Employer's premises. Placement of such cards shall be by mutual agreement between the parties, and will remain the property of the Union and shall be surrendered upon demand.

## 2.9 Time Off for Union Business

- (a) Employees may request unpaid leave to conduct union business. Employees requesting leave under this clause will provide the Employer with as much advance notice as possible of the dates of the leave and not fewer than 14 days' notice to the commencement of the leave.
- (b) Long-term leave of absence without pay and without loss of seniority will be granted upon receipt of advance written notice pursuant to (a) above:
  - (1) for employees elected to a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Services Employees' Union;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (c) Subject to operational requirements and with reasonable advance written notice, leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
  - (5) for employees for whom leave is otherwise requested by the Union for union purposes.
- (d) Seniority shall continue to accumulate during such leaves listed in (a) above, and shall apply to such provisions as annual vacations and promotions.
- (e) To facilitate the administration of this clause, when leave without pay is granted, and the Union has approved payment, the leave shall be given with basic pay and the Union shall reimburse the Employer for all related salary and benefits costs, including travel time incurred. The Union shall endeavour to pay submitted invoices within 30 days of receipt.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit, who, prior to January 21, 2015, were members of the Union, or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired into bargaining unit positions on or after January 21, 2015, shall, as a condition of continued employment, become members of the Union and maintain such membership, unless exemption on the basis of religious objection is granted by the Labour Relations Board, as per Section 17 of the *Labour Relations Code* of British Columbia.

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

- (a) The Employer shall, 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 the monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the semi-monthly wages or salary of an employee who is a member of the Union any assessment levied in accordance with union constitution and/or bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each payroll period of each month and membership dues or payment in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted by electronic file transmission as directed by the President of the Union not later than 28 days following the end of the month in which the deduction was made, and the Employer shall also provide a list of names as well as classification of those bargaining unit members from whose salaries such deductions have been made, together with the amounts deducted from each employee. The handling of these deductions for employees who are exempted due to religious objection shall be in keeping with the *Labour Relations Code*.
- (e) Before the Employer is obliged to deduct any amount under Clauses (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of union dues or other monies as described in Clauses (a) and (b) above.
- (j) A report of employees who cease employment will be provided to the Union on a quarterly basis.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) At the time of hiring, new employees will be advised by the Employer that a collective agreement is in effect.
- (b) The Employer (on behalf of the Union) will provide all new bargaining unit employees with:
  - (1) the current steward list, as supplied by the Union;
  - (2) an authorization form for union dues check-off, as supplied by the Union; and
  - (3) a copy of the current collective agreement.
- (c) The stewards will be given an opportunity to meet with each new employee during regular working hours for 15 minutes at some time during the first 15 days of employment. The time away is to be approved by the steward's and the new employee's supervisors prior to the meeting. For the purpose of facilitating this meeting, the Employer shall advise the new employee to contact one of the stewards on the list provided.

**ARTICLE 6 - MANAGEMENT RIGHTS**

The Union recognizes that the management and direction of the workforce are fixed exclusively in the Employer. The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; make, enforce and alter from time to time, policy and procedures to be observed by the employees;
- (b) the Union further agrees that all employees shall be governed by all rules, policies and procedures as adopted by the Employer and published to employees on bulletin or notice boards or by general distribution provided such rules, policies and procedures are not in conflict with this agreement;
- (c) in order to satisfy its mission, commitments and objectives, the Employer shall determine the methods and techniques of work, the content of the jobs, schedules of positions, the number of employees to be employed, except as specifically limited by the express provisions of the collective agreement;
- (d) duties performed by employees within the bargaining unit will not be assigned to or performed by supervisors, managers and non-union employees, except for unforeseen circumstances mutually agreed upon by the parties. It is understood that such agreement shall not be unreasonably withheld;
- (e) it is agreed that these functions will be exercised in a manner consistent with the terms of this agreement.

**ARTICLE 7 - UNION AND EMPLOYER RELATIONS****7.1 Union and Employer Representation**

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

## **7.2 Union Representatives**

The Employer agrees that access to its premises will be granted, with prior notice and at a mutually agreeable time, to designated representatives of the Union for the purpose of conducting union business.

## **7.3 Technical Information**

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

- (1) a list of employees, their addresses and their status;
- (2) job titles;
- (3) wage rates; and
- (4) seniority list or service dates.

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

## **7.4 Joint Labour Management Committee**

(a) The parties agree that the Joint Labour Management Committee shall be composed of three representatives appointed by the Union and three representatives appointed by the Employer. The union staff representative or their designate and an additional representative of the Employer may attend committee meetings as resource persons.

(b) The position of chair of the Labour Management Committee will alternate between the union and management representatives. The Chair will send out the agenda and is responsible for drafting minutes to be jointly approved. The Chair will be responsible for distributing the approved minutes. Minutes shall record the business of each meeting, and shall be distributed to the rest of the Committee for approval. Once the Committee has approved meeting minutes, minutes shall be posted on the union bulletin board, and sent to the Union's area office.

(c) Meetings of the Committee shall be scheduled every three months. Meetings may also be held at any time at the call of either chair to address emergent issues. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular working hours. Every effort will be made to schedule meetings within regular hours. In the event meetings cannot be scheduled within regular hours, it is understood that no overtime pay will apply to hours spent in Labour Management Committee meetings.

(d) The Committee shall have the power to make recommendations to the Union and to the Employer, however it shall not have the power to bind the Union, its members, or the Employer to any decisions reached in discussion. The Committee shall not have jurisdiction over any matter contained in this collective agreement, including its administration or renegotiation.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Preamble**

It is the mutual desire of the parties that complaints and grievances shall be resolved as quickly as possible and to resolve the real substance of the matter of difference.

### **8.2 Grievance Procedure**

(a) The Employer and the Union agree that disputes arising from:

- (1) the interpretation, application or alleged violation of the collective agreement, including whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee in the bargaining unit;
- will be resolved in accordance with the procedures outlined in this article.

(b) At any point in the process, an employee shall have the right to have a steward present. If the employee is a steward, they shall not act as a steward in respect of their own process but shall do so through another steward or a BCGEU staff representative.

### **8.3 Complaint/Informal Discussion**

It is understood that a complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint. If the matter is not satisfactorily resolved with the employee's immediate supervisor or designate through informal discussion, the aggrieved employee may initiate Step 1 of the grievance procedure with a formal discussion.

### **8.4 Step 1**

(a) If the matter is not satisfactorily resolved in the informal discussion with the employee's immediate supervisor or designate, per Clause 8.3 (Complaint/Informal Discussion) above, the aggrieved employee may initiate Step 1 of the grievance procedure with a formal discussion. The aggrieved employee shall have the right to have a steward present at such a discussion.

(b) An employee may initiate Step 1 of the grievance procedure, within 14 calendar days after the date:

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

### **8.5 Step 2**

(a) If the grievance is not settled at Step 1, the aggrieved employee may initiate a written grievance on the appropriate grievance form at Step 2, within 14 days of the Step 1 meeting with their immediate supervisor or designate.

(b) The aggrieved employee and their steward shall meet with the Employer's designate to present the grievance at Step 2, and shall provide on the grievance form the nature of the grievance and the circumstances from which it arose, the article(s) or clause(s) of the alleged violation, and the remedy sought.

(c) Within seven days of the meeting with the Employer at Step 2, the Employer's designate shall provide a response to the employee and steward.

(d) If a response has not been provided per (c) above, or if the Employer's response to the grievance does not resolve the matter discussed at the Step 2 meeting, the steward shall forward the grievance form to the BCGEU staff representative.

### **8.6 Time Limit for the Employer to Reply at Step 2**

(a) The Employer's designate shall reply in writing to an employee's grievance within 14 calendar days of the Step 2 meeting with the employee and/or the union steward. The correspondence shall be sent directly to the BCGEU staff representative who is responsible for the grievance.

- (b) Where the Union has submitted the written grievance at Step 2, the Employer's designate shall reply in writing to the employee's grievance within 14 calendar days after receipt of the written grievance.

### **8.7 Step 3**

The BCGEU staff representative may present in writing, or meet, with the Employer's designate to discuss the grievance and the proposed remedy at Step 3:

- (a) within 14 calendar days after receiving the Employer's reply at Step 2; or
- (b) within 14 calendar days after the Employer's reply was due.

### **8.8 Time Limit for the Employer to Reply at Step 3**

The Employer's designate will respond in writing to the Union within 14 calendar days of receipt of the grievance at Step 3.

### **8.9 Time Limit to Submit to Arbitration**

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

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

### **8.10 Dismissal or Suspension of More Than 20 Days**

In the case of a dispute arising from an employee's dismissal or suspension without pay for more than 20 days, the following shall apply:

- (a) the Employer will forward a copy of the notice of dismissal or suspension to the BCGEU staff representative within seven calendar days;
- (b) within 14 calendar days of receipt of notice in (a) above, a grievance may be filed at Step 3 of the grievance procedure.

### **8.11 Policy Grievance**

- (a) Where a dispute involving the application, interpretation, administration, or alleged violation of a provision occurs, both parties have the right to file a grievance at Step 2 of the grievance procedure within 21 calendar days of becoming aware of the matter in dispute.
- (b) If the matter is not resolved at Step 2, either party may file the grievance at Step 3 of the grievance procedure within 14 calendar days of receiving the grievance at Step 2.
- (c) Where no satisfactory agreement is reached through Step 3 of the grievance procedure, either party may submit the dispute to arbitration as set out in Article 9 (Arbitration).

### **8.12 Group Grievance**

Where a dispute arises on a matter that impacts several employees, the Union may file a single grievance on behalf of those employees. The grievance may be presented at Step 1 of the grievance procedure by the steward or the BCGEU staff representative on behalf of the group of affected employees. The list of grievors shall be provided with the grievance form.

### **8.13 Amending Time Limits**

The parties agree that the time limits identified in this article are mandatory. Time limits in this grievance procedure may only be extended by mutual agreement, and must be confirmed in writing.

### **8.14 Deviation from the Grievance Procedure**

The Employer agrees that, after a grievance has been forwarded to the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the grievor without the consent of the BCGEU staff representative.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 (Grievance Procedure), notify the other party of its desire to submit the difference to arbitration as per Clause 8.9 (Time Limit to Submit to Arbitration).

### **9.2 Appointment of Arbitrator**

When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall select a mutually agreeable arbitrator.

### **9.3 Arbitration Procedure**

(a) The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunities to all parties to present evidence and make representations. They shall hear and determine the difference or allegation.

(b) The Arbitrator must have regard to the real substance of the matters in dispute and the respective merit of the positions of the parties to it under the terms of the collective agreement and must apply principles consistent with the industrial relations policy of the *Labour Relations Code* and is not bound by a strict legal interpretation of the issue in dispute.

### **9.4 Decision of the Arbitrator**

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

### **9.5 Disagreement on Decision**

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

### **9.6 Expenses of the Arbitrator**

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

### **9.7 Amending Time Limits**

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



### 9.8 Witnesses

- (a) At any stage of the grievance or arbitration process, the parties may have the assistance of the employee(s) concerned as witnesses and any other relevant witnesses.
- (b) Where the Union requires the attendance of an employee to appear as a witness at an arbitration hearing, this will be communicated in advance to their immediate supervisor for scheduling, and the employee's basic pay for the applicable period shall be reimbursed by the Union.

### 9.9 Technical Objections

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error. To this end, the Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in order to determine the real matter in dispute and to render a decision.

### 9.10 Access to Premises

All reasonable arrangements will be made to permit the Arbitrator(s) to have supervised access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL

### 10.1 Just Cause

- (a) The Employer will not discipline or dismiss an employee bound by this agreement except for just cause.
- (b) In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer.
- (c) Notice of discipline or dismissal shall be in writing and shall set forth the reasons for the dismissal or discipline.

### 10.2 Discipline, Suspension and Dismissal

- (a) All discipline, dismissals and suspensions will be subject to the grievance procedure under Article 8 (Grievance Procedure).
- (b) When the conduct or performance calls for discipline, suspension or dismissal, the Employer shall provide reasons in writing and a copy shall be provided to the employee and their steward.
- (c) Any such document, other than official evaluation reports and records of suspensions, shall be removed from the employee's file and destroyed after the expiration of 18 months from the date it was issued, provided there has not been a further infraction. Records of suspensions shall remain on file for a period of 24 months following the date the suspension was served, provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee if the Employer did not advise the employee of its inclusion on the file at the time of original placement on the file.

### **10.3 Personnel File**

Having given five days' written notice given to the Employer, employees shall be entitled to review their personnel file in the presence of the Employer and in the office in which the file is normally kept. Employees may also obtain copies of documents in their file, once it has been reviewed.

### **10.4 Right to have Steward Present**

- (a) An employee shall have the right to have a steward present at a meeting with the Employer that might be the basis of disciplinary action. The employee will be notified in advance of the purpose of the interview and of the employee's right to have a steward present, provided that this does not result in undue delay of the meeting.
- (b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **10.5 Evaluation of Performance**

- (a) The Employer will review each employee's overall work performance prior to the end of their probationary period, and annually thereafter.
- (b) The supervisor conducting the evaluation shall first give the employee an opportunity to read the written review. Then the supervisor and the employee shall meet to discuss the evaluation shortly thereafter.
- (c) The supervisor shall give the employee the opportunity to provide their comments and sign to indicate that they have read and either agree or disagree with the evaluation. A copy will also be provided to the employee once it has been signed.
- (d) Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at straight-time rates.
- (e) An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

### **10.6 Abandonment of Position**

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

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

- (a) Seniority includes employment with the Employer prior to certification and will be based on all hours worked.

(b) Straight-time paid hours shall include time spent (reflective of the employee's regular schedule of hours) on approved:

- (1) paid holidays;
- (2) paid vacation;
- (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to s.29 and s.30 of the *Workers Compensation Act*, or ICBC in respect of a claim from this employer, for a maximum of 24 months. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to s.29 or s.30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections.
- (4) paid sick leave;
- (5) any absence covered by Employment Insurance (medical or compassionate care) or the *Employment Standards Act*;
- (6) union leave;
- (7) pregnancy, parental and adoption leave;
- (8) other approved paid leaves of absence.

#### 11.2 Seniority List

(a) The Employer shall provide the Union and the shop steward with a current service seniority list of employees by classification twice annually, in February and August.

(b) The seniority list shall include the following information for each employee:

- (1) Name
- (2) Start Date
- (3) Job titles
- (4) Employee status (i.e. full-time, part-time or casual)
- (5) Current seniority up to the end of the previous month

(c) The list will be posted for employee review for 30 days, during which time employees may challenge their own seniority calculation.

#### 11.3 Loss of Seniority

Employees shall lose their seniority as regular employees and shall be deemed terminated in the event that the employee:

- (a) is dismissed with just cause;
- (b) voluntarily resigns their employment, and such resignation is put in writing as required by the Employer;
- (c) abandons their position;
- (d) is on layoff for more than one year; or
- (e) fails to return to work from layoff within seven calendar days of recall after being notified by express post at the last address known to the Employer. Employees required to give two weeks' notice

to another employer shall be deemed to be in compliance with the seven-calendar-day provision after providing the Employer with verification within the seven days.

## ARTICLE 12 - JOB POSTINGS

### 12.1 Job Postings and Applications

- (a) A vacancy which requires a job posting occurs when:
  - (1) position is to be filled for more than three months;
  - (2) an employee permanently leaves their position.
- (b) The Employer shall post a notice of vacancy for a period of seven calendar days. The Employer may advertise externally concurrent with the seven-day posting period and interview phase of the permanent filling of such positions.

### 12.2 Temporary Appointments

- (a) The Employer may fill positions that are temporarily vacant due to extended leaves of absences or during the posting and interview phase of the permanent filling of such position. Where it is known that the appointment will exceed three months, it shall be posted in accordance with Clause 12.1(b) above.
- (b) The parties recognize that where an employee fills a temporary position in a higher paid classification, the employee will be paid at the higher rate.

### 12.3 Selection Criteria

In the filling of vacancies, new positions, transfers or promotions in the bargaining unit, appointments shall be made to the employee with the required qualifications, experience, skill, ability, and availability. Where such requirements are equal, seniority shall be the determining factor.

### 12.4 Notice to Interviewees

- (a) All interviewees for posted vacancies within the bargaining unit shall be informed of the Employer's decision.
- (b) Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, they shall be given, upon request, an explanation as to why their application was not successful. The request for reasons must be made within 14 calendar days of becoming aware that the employee is not the successful candidate. The Employer shall provide such reasons within a further 14 days.

### 12.5 Probation

- (a) Newly hired full-time and part-time employees will serve a probationary period of 480 hours.
- (b) The employment of a probationary employee may be terminated at any time for cause, without notice or severance. The test for cause shall be suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as the ability to meet scheduling requirements as outlined in the position description).

### 12.6 Qualifying Period

Employees who post into a different position or classification will serve a trial period of three months. During this period the Employer may elect to return the employee to the previously held position if it is determined that the employee is not suitable, or the employee may elect to revert to their previously held

position. If an employee returns or is returned to their position, this will be without loss of seniority or benefits and will be at the rate of pay of the previous position, including any wage increases they may have been eligible for.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Reduction in Workforce

When the Employer deems it necessary to reduce the workforce, the Employer shall inform the Union of the need for layoffs, advising of the number of individuals/classifications likely to be affected. When a reduction of workforce is required, the Employer may attempt to adjust staffing levels through attrition first, through Clause 13.3 (Pre-Layoff Canvass).

### 13.2 Pre-Layoff Consultation

Before any layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff.

### 13.3 Pre-Layoff Canvass

(a) Prior to the layoff of regular part-time and full-time employees, the Employer may canvass any employee or group of employees to invite:

- (1) placement in to a vacant regular position;
- (2) placement on the casual call-in and/or recall list with no loss of seniority; or
- (3) resignation with severance as provided for pursuant to Clause 13.8 (Severance Pay).

(b) The Employer shall establish reasonable time periods (generally seven calendar days) in which written responses from employees will be received for consideration.

(c) Where a regular employee selects a pre-layoff canvass option and/or accepts an offer of placement, and the offer is confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(d) The Employer shall advise the Union of the results of the pre-layoff canvass.

### 13.4 Layoff Procedure

(a) If further reductions are necessary, employees shall be laid off in the reverse order of seniority within a classification, with probationary employees being laid off first, provided that employees remaining are able to do the available work.

(b) In the event of a layoff, the Employer shall give 21 days' notice of layoff to all regular employees who have passed probation or pay in lieu of the time that the notice period is shortened. It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (e.g. fire, flood, medical closure, etc.).

(c) Employees laid off due to a shortage of work may apply to a vacant position in another classification, in accordance with the criteria laid out in Article 12 (Job Postings). Should such an employee be successful in their bid within 12 months of layoff, all accrued seniority shall be carried to that position.

### 13.5 Layoff Options

If there is no vacancy available, and a regular employee has been given layoff notice, the employee may, within seven calendar days of receiving layoff notice, elect one of the following:

- (a) bumping as provided for in Clause 13.6 (Bumping);
- (b) placement on the casual call-in list and on the recall list with no loss of seniority as provided for in Clause 13.7 (Recall List) for a period of 12 months;
- (c) severance pay in accordance with Clause 13.8 (Severance).

### **13.6 Bumping**

- (a) An employee who has received layoff notice may elect to bump into a position within any classification at an equal or lower rate of pay, provided that:
  - (1) the employee being laid off has the necessary qualifications, experience, skill, ability, and availability required in the selected position;
  - (2) the employee being laid off bumps the least senior employee in the selected classification with the equivalent hours;
  - (3) If there is no position available with the equivalent hours, then the employee being laid off may bump the least senior employee in the selected classification with the closest number of hours.
- (b) An employee affected by the bump of a senior employee shall be provided with available options laid out in Clause 13.5 (Layoff Options).
- (c) An employee who has elected to bump into another classification will serve a qualifying period pursuant to Clause 12.6 (Qualifying Period).
- (d) If the employee does not successfully complete the qualifying period, the employee may elect to remain on the casual call-in list and/or on the recall list within seven calendar days. An employee who elects to be placed on the casual call-in list and/or the recall list shall be subject to Clause 13.7 (Recall List) and shall suffer no loss of seniority for a period of 12 months.

### **13.7 Recall List**

- (a) A recall list shall be created, and regular part-time and full-time employees may remain on such list for a period of 12 months from the date of their layoff.
- (b) Regular employees will be recalled to available work in order of their seniority within their classification.
- (c) The notice of recall will be sent by express post, and electronic mail (email) where available. Any employee laid off and recalled for work must return within 14 calendar days of receipt of the notice of recall when employed elsewhere and three calendar days when unemployed, unless they have a justifiable reason for their failure to return. Failure to return to work as agreed shall be just cause for termination.

### **13.8 Severance Pay**

An employee who is laid off and elects to receive severance pay in accordance with the *Employment Standards Act* at the following rate:

- (a) After three consecutive months of employment - one week's pay;
- (b) After 12 consecutive months of employment - two weeks' pay;

- (c) After three consecutive years of employment - three weeks' pay, plus one week's pay for each additional year of employment to a maximum of eight weeks.

## ARTICLE 14 - HOURS OF WORK AND SCHEDULING

### 14.1 Hours of Operation

The worksite shall provide for continuous operation based on a seven-day week, 24 hours per day, unless otherwise specified.

### 14.2 Hours of Work

- (a) The maximum hours of work shall consist of eight hours per day and 40 hours per week.
- (b) Part-time employees who request additional hours, shall be offered, in order of seniority, additional shifts that are available within their classification(s), provided that the work will not result in overtime pay.

### 14.3 Work Schedules

- (a) Work schedules may be set pursuant to averaging agreements as per the *Employment Standards Act*.
- (b) Work schedules will be available electronically on the desktop for a minimum of four weeks, and will be emailed to employees seven days in advance.
- (c) Employees whose schedules are changed without the advance notice specified in (b) above, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

### 14.4 Rest Periods

- (a) It is understood that rest periods cannot always be accommodated on a scheduled basis. Therefore, while it is understood that employees will be provided with rest periods as outlined in (b) below, the breaks will be taken to best accommodate the needs of the clients. Should those needs preclude a specific break, the employee and the supervisor will mutually agree to an alternative time to take the break.
- (b) Rest periods include "smoke breaks" and will be 15 minutes. Employees will be entitled to two rest periods with pay for each shift in excess of seven hours. Where possible, one rest period will be taken in each half of the shift, before and after the meal period.

### 14.5 Meal Periods

All shifts of five hours or longer include a one-half hour unpaid meal break as close as possible to the middle of the shift. If the supervisor requests the employee to perform work, the meal break shall be rescheduled to a mutually agreeable time. If the break cannot be rescheduled, the employee shall be compensated for the break at straight-time pay.

### 14.6 Minimum Daily Pay

- (a) The Employer shall pay the employees a minimum of two hours' pay at their regular rate of pay upon reporting to work as required by the Employer.
- (b) Employees required to attend staff meetings during off duty hours shall be paid at straight-time rates for the duration of the meeting or a minimum of two hours, whichever is greater.

#### **14.7 Days of Rest**

All shift schedules established by the Employer shall provide each employee with at least two consecutive days of rest each week.

#### **14.8 Exchange of Shifts**

Employees may exchange shifts with other employees in the same job classification at the sole discretion of the Employer. Requests for exchanges shall be made in writing with a minimum of seven days' notice. Once the Employer has authorized the exchange of shifts, there shall be no grievances filed on the authorized exchange of shifts.

#### **14.9 Religious Convictions**

No employee shall be discriminated against or compelled to work on a day which, on the basis of the employee's religious convictions, they are prevented from working. The employee must notify the Employer at least two weeks in advance of such a day.

#### **14.10 Extra Hours for Part-Time Employees**

(a) Part-time employees may request additional hours, by registering their names on the casual register, pursuant to Clause 14.2(b) (Hours of Work). They shall be considered to cover for block absences within their classification, provided that the work does not conflict with their scheduled shifts and will not result in overtime pay.

(1) A block is defined as two or more shifts. The block will be offered to the most senior part-time employee who may choose to work all of it or request that the block be broken.

(2) The block will be broken once only.

(3) The remaining portion of the block will be offered to the next most senior part-time employee who may choose to work all of it or decline it.

(4) If no part-time employee accepts the remaining portion of the block, such work will be offered to casuals in order of seniority.

(b) Sick calls/short-notice calls shall be offered to casual employees in order of seniority. Extreme weather calls shall be considered short-notice calls for the purpose of offering call-in.

(c) A single day planned absence will be offered to available part-timers and then casuals, in order of seniority.

### **ARTICLE 15 - CLASSIFICATION AND RECLASSIFICATION**

#### **15.1 Job Descriptions - New and Changed Positions**

(a) New classifications may be established at the sole discretion of the Employer.

(b) Where a new or substantially altered job classification covered by this agreement is introduced, the wage rate and job description shall be given to the Union prior to its implementation. Job descriptions presented to the Union shall become the recognized job descriptions unless grieved by the Union within 30 calendar days of presentation.

(c) Where the Union objects in writing, it shall provide specific details of its objections, which shall be limited to whether:



- (1) the job description accurately describes the type of duties and level of responsibilities;
  - (2) the job is properly remunerated in relation to the existing wage schedule; and
  - (3) any qualifications established for the job are relevant and reasonable.
- (d) If the parties are unable to agree on any of the matters listed in (c) above within 10 days of the Union indicating its objection(s) or such other period of time as the parties may agree, then the Employer may implement the classification and attach a salary.
- (e) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the resolution of the disputed matter(s) under (c) above.
- (f) If the classification and/or wage rate established by the Employer for the new or changed position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours.
- (b) "*Straight-time rate*" means the hourly rate of pay.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means two times the straight-time rate.

### 16.2 Authorization

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.
- (b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work.

### 16.3 Overtime Compensation

- (a) The Employer will pay employees who work over eight hours per day as follows:
  - (1) time and one-half of the employee's regular wage for the time over eight hours; and
  - (2) double-time of the employee's regular wage for hours worked over 12 hours.
- (b) The Employer will pay employees who work over 40 hours per week as follows:
  - (1) time and one-half of the employee's regular wage for the first eight hours;
  - (2) double-time of the employee's regular wage for hours worked over 48 hours.

### 16.4 Meals during Overtime

If an employee has worked four additional hours during an overtime shift, they shall be provided with one-half hour unpaid meal break. If, because of staffing, the employee is unable to take the break, the meal period shall be paid at the applicable overtime rate.

**16.5 Rest Interval**

Employees are not eligible to be called for work if there has not been an eight-hour break between shifts, except in case of an emergency. An employee required to work overtime beyond their regularly scheduled shift will be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates will apply to all hours worked on the regular shift which fall within the eight-hour period.

**16.6 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. Employees recognize that in emergency situations, it may be necessary to work overtime. If no employee agrees to work overtime voluntarily, then the least senior employee will be required to work the overtime.

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

(a) The following have been designated as paid holidays for the purpose of this agreement:

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

(b) Any other holiday proclaimed as a holiday by the federal or provincial governments shall also be a paid holiday.

(c) All regular employees who have been employed for 30 days and who have worked 15 of the 30 days before the paid holidays listed in (a) above shall be eligible for the paid holiday.

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

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

**17.3 Holiday Falling on a Scheduled Workday**

(a) A regular employee who is required to work on a designated holiday shall be compensated at time and one-half and shall also receive an additional day off in lieu of the holiday.

(b) Lieu days shall be banked and employees shall schedule lieu days by written request. Requests shall not be unreasonably withheld.

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

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

**17.5 Alternative Day Off**

Where the Employer and the Union mutually agree, a paid holiday may be observed on another day.

**ARTICLE 18 - VACATION ENTITLEMENT****18.1 Definitions**

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

**18.2 Annual Vacation Entitlement**

(a) In each year, regular full-time and regular part-time employees accrue a percentage to be taken in the vacation year. After a full year of service, regular full-time and regular part-time employees accrue and are eligible for vacation entitlement as follows:

<b>Completed Years of Service</b>	<b>Total Vacation Entitlement per Year (Jan 1 to Dec 31)</b>
0 - 6 years .....	3 weeks or 6% of total wages
7 - 13 years .....	4 weeks or 8% of total wages
14 - 19 years .....	5 weeks or 10% of total wages
20 or more years .....	6 weeks or 12% of total wages

(b) During the initial year of completed service (year "zero"), and in cases of partial years of service, vacation entitlement shall be computed on a pro rata basis.

(c) Vacation leave will be taken in one-week blocks. However employees may take up to five vacation days as single days off. Requests must be made with two weeks' notice, and such requests may be granted at the Employer's sole discretion.

**18.3 Vacation Pay**

Vacations shall be paid at an employee's basic pay.

**18.4 Vacation Scheduling**

(a) Employees will submit their vacation requests to the supervisor on or before March 1<sup>st</sup>. The Employer will approve vacation requests within two weeks of the closing dates for vacation requests, and will post the vacation schedule by no later than March 31<sup>st</sup>.

(b) Vacations shall be granted on the basis of service seniority within a classification/department. Employees who do not exercise their seniority rights within two weeks of receiving the vacation schedule will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Employees shall be entitled to receive their vacation in an unbroken period if they so choose, subject to the vacation choice of more senior employees. Employees choosing to schedule their vacation entitlement into blocks of one day or more shall be entitled to exercise their seniority on one block only, which will be considered their first choice in a calendar year.

- (d) Employee vacation selections submitted after the closing dates for vacation requests will be considered on a first-come, first-served basis. Written confirmation from the Employer will be given within 10 working days after receipt of the employee's written request.
- (e) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees without the agreement of those employees.
- (f) Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between the employee and the Employer.
- (g) An employee who voluntarily transfers to another department where the vacation schedule has already been completed will not be entitled, for that year only, to exercise their seniority rights in the new department. Unless changed by mutual agreement, the Employer will make reasonable efforts to grant vacation at the time of the employee's original choice.
- (h) Where an employee is transferred at the Employer's request, the employee's vacation shall not be changed, except by mutual agreement.

#### **18.5 Callback from Vacation**

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

#### **18.6 Vacation Entitlement Upon Death**

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

#### **18.7 Vacation Credits Upon Termination of Employment**

Employees leaving employment will be paid for any earned but unused vacation credits.

### **ARTICLE 19 - LEAVES OF ABSENCES**

#### **19.1 Bereavement Leave**

- (a) In the event of the death of an employee's parent, sibling, parent-in-law, grandparent or grandchild, the employee shall, at the time of death, be entitled to be absent from work for three days with pay.
- (b) In the event of the death of an employee's spouse or child, the employee shall, at the time of death, be entitled to be absent from work for five days with pay.
- (c) Employees who do not complete their shift following the notification of the death of a family member identified in (a) or (b) above shall be paid full shift hours in addition to the foregoing bereavement leave.
- (d) Employees may apply for additional bereavement leave without pay. Such leaves shall be granted at the discretion of the Employer but shall not be unreasonably denied.
- (e) If requested, at the time of application, or in a reasonable time thereafter, the employee shall provide reasonable documentation in support of any claim for bereavement leave.

## 19.2 Compassionate Care Leave

- (a) An employee is entitled to take compassionate care leave of absence without pay for up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks.
- (b) There will be no change to eligibility for benefits provided for under Article 23 (Health and Welfare), and the Employer shall continue to make payments to health and welfare plans in the same manner as if the employee were not absent, where the employee elects to pay their share of the cost of the plans. Family Responsibility Leave

It is recognized in today's labour force, with both parents working and the reality of many single parent families, situations occur from time to time when matters need to be taken care of. Up to five days of unpaid leave per calendar year will be granted to meet family responsibilities. Leave may be taken in half-day increments.

## 19.3 Full-Time Public Duties

- (a) The Employer shall grant, on written request with reasonable notice of not less than 30 calendar days, leave of absence without pay or benefits:
- (1) for employees to seek election in a municipal (or equivalent), provincial, or federal, First Nation or other Indigenous election for a maximum period of 90 days;
  - (2) for employees elected to an office listed in (1) above for one term in office to a maximum of five years;
  - (3) for reserve duty and training for the Canadian Armed Forces for a maximum period of one year.
- (b) Employees who are on leave under this clause shall not accrue seniority for leave periods over 30 calendar days.

## 19.4 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall be granted time off consistent with relevant legislation.

## 19.5 General Leave

- (a) Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Request for such leave shall be in writing with at least two weeks' notice, except in cases of emergency.
- (b) An employee on general leave without pay shall not accrue seniority for leave periods over 30 calendar days.

# ARTICLE 20 - PREGNANCY, AND PARENTAL

## 20.1 Pregnancy Leave

- (a) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 consecutive weeks or for a shorter period as requested by the employee.

- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give notice of at least four weeks prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Employees taking leave under Clause 20.1 (Pregnancy Leave) or 20.2 (Parental Leave) are required to outline, in writing to the Employer, the proposed date of return from leave at the start of the leave. In the event plans change, written notice of at least 21 days is required. Regardless of the date of commencement of the leave of absence taken under Clause 20.1(a) (Pregnancy Leave), the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under (c) above shall be given in writing to the Employer at least 21 days before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate from a medical practitioner stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under (a) above, the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate from a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either (a) or (e) above, the Employer upon request shall grant to the employee a leave of absence extension, without pay, not to exceed a total of six additional consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity of the leave.

## 20.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 62 consecutive weeks (61 weeks for a parent who takes pregnancy leave) without pay or a shorter period if the employee requests.
- (b) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 21.1(b) (Pregnancy Leave). In the case of adoption the employee shall also provide a letter from the agency that placed the child, providing evidence of the adoption.
- (c) Parental leave shall commence:
- (1) in the case of a parent who takes pregnancy leave, immediately following the end of the pregnancy leave taken under Clause 21.1 (Pregnancy Leave), unless the Employer and employee agree otherwise;
  - (2) in the case of a parent, other than an adopting parent, who does not take pregnancy leave, following the birth of the child commencing within the 78-week period after the birth date; and
  - (3) in the case of an adopting parent following the adoption of the child and commencing within the 78-week period after the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(d) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care as certified by a medical practitioner, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

### **20.3 Employment Deemed Continuous**

(a) The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 18 (Vacation Entitlement) and Article 23 (Health and Welfare). The Employer shall continue to pay its share of the insurance premiums to health and welfare plans and the employee shall be responsible to continue to pay their share of the insurance premiums during the leaves.

(b) Failure by the employee to remit monthly premiums within 31 days of the due date will result in cancellation of benefits, and reinstatement after these leaves will be contingent upon medical clearance (at employee's cost) by the insurers.

### **20.4 Reinstatement**

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all wages and benefits to which the employee would have been entitled to had the leave not been taken, or, if the position no longer exists, employees may exercise their rights in accordance with Article 13 (Layoff and Recall).

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with (a) above.

### **20.5 Notification of Return to Work**

The employee shall notify the Employer within one month prior to the expiration of the leave of their intent to return to their position.

### **20.6 Sick Leave Credits**

(a) Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal sick leave at the employee's discretion.

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

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

### **21.1 Statutory Compliance**

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

## 21.2 Occupational Health and Safety Committee

- (a) The Joint Occupational Health and Safety (JOHS) Committee will consist of an equal number of employer and union representatives. The Union shall appoint up to two representatives and the Employer likewise shall appoint two representatives.
- (b) JOHS Committee members shall be released from their regular duties to attend committee meetings and perform related duties and functions in accordance with this article.
- (c) The JOHS Committee shall meet at least once every month, or as may be required, at a time mutually agreed upon by the Chairs.
- (d) Committee members shall be paid at their regular hourly rates when attending or preparing for meetings or participating in job site inspections or accident/incident investigations. Every effort will be made to schedule meetings, inspections, and investigations within regular hours. In the event they cannot be scheduled within regular hours, it is understood that no overtime pay will apply to hours spent on occupational health and safety matters.
- (e) An employer representative and a union representative shall alternate in presiding over the meetings.
- (f) Minutes of the meeting will be transcribed by the Employer, approved jointly, and circulated to committee members, and posted for all employees.
- (g) The responsibilities of the Committee are to:
  - (1) make recommendations to develop and improve policies that enhance both the relationship between employee and employer and the working environment;
  - (2) identify and resolve safety and health problems in support of the OHS program of the organization;
  - (3) make recommendations for the establishment and enforcement of safety in all policies and practices;
  - (4) participate in the identification of hazards to safety and health in the worksite and recommend means of controlling the hazards;
  - (5) obtain information from the Employer and other sources as necessary, regarding the identification of existing potential hazards to safety and health and the worksite;
  - (6) advise on and promote safety and health programs for the education and information of employer and employees;
  - (7) receive, consider and investigate complaints respecting the safety and health of employees at the worksite and make subsequent recommendations to the Employer;
  - (8) maintain records of complaints received and the resolution of those complaints;
  - (9) participate in inspections and accident/incident investigations at the worksite concerning the safety and health of workers;
  - (10) perform any other duties that a Workers' Compensation Board officer may assign to a committee.



### **21.3 Occupational Health and Safety Training**

Each JOHS Committee member shall be entitled to annual leave to attend union-designated occupational health and safety training courses without loss of basic pay.

### **21.4 Training**

Employees will be provided with orientation or in-service training which is necessary for the safe performance of work, including use of equipment, techniques for lifting and handling of material and products, and violence or aggression from clients. The Employer will make readily available information, manuals and procedures for these purposes.

### **21.5 Transportation of Injured Worker**

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

### **21.6 Refusal of Unsafe Work**

(a) Any employee who has reasonable cause to believe that to perform work would create an undue hazard to the health and safety of any person, must immediately report the circumstances of the unsafe situation to local management. Local management must remedy the situation, or if in their opinion the report is not valid, so inform the employee. If the employee continues to refuse, a local management representative and a union health and safety representative (or if unavailable a union steward) will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties must immediately notify a Workers' Compensation Board officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary. An employee may be transferred to alternative work at no loss of pay pending the decision of the Officer.

(b) No employee shall be disciplined for refusal to perform work which the employee has reasonable cause to believe to be unsafe.

### **21.7 Critical Incident Stress Debriefing**

(a) A critical incident shall be defined as any unusual traumatic workplace incident, including situations such as suicide, violent assaults, deaths, etc.

(b) A critical incident stress debriefing session shall be made available and promoted to employees as soon as possible after a critical workplace-related incident occurs. Leave to attend such a session shall be without loss of pay.

(c) Employees who have suffered a serious work-related traumatic incident of an unusual nature who are approved to leave work after such an incident shall receive payment for the remainder of the shift without deduction from sick leave.

(d) Employees requiring assistance in dealing with critical incidents will have access to the Employee and Family Assistance Program (EFAP). This includes full-time, part-time and casual employees.

### **21.8 Injury Pay Provision**

An employee who is injured on the job during work hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave.

## 21.9 Aggressive Behaviour

Where employees may be at risk from aggressive behaviour as defined in the Salvation Army policy 7907 *Workplace Harassment, Discrimination and Violence Prevention Policy*, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Joint Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified, the Employer will establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

## ARTICLE 22 - SICK LEAVE

### 22.1 Sick Leave

- (a) Regular full-time and regular part-time employees who have completed the three-month probationary period shall accumulate sick leave credits. Full-time employees will receive one day per month. Part-time employees will receive a prorated day for every 176 hours worked.
- (b) Regular employees cannot access sick leave during the first three months of employment, but sick leave shall accrue during this time. After the completion of three months of employment, regular employees shall be credited with the sick leave earned during the three-month period.
- (c) Regular full-time and regular part-time employees shall accumulate sick leave credits to a maximum of 85 days or 680 hours.
- (d) Sick leave pay shall be based on scheduled work hours lost.

### 22.2 Medical Confirmation

- (a) The Employer may require a doctor's note to confirm an employee's illness, where the employee has been absent for three or more consecutive days of work.
- (b) Where it appears that a pattern of consistent or frequent absence from work is developing, the Employer may require medical confirmation using the Employer's form.

### 22.3 Employee to Inform

- (a) The employee shall inform their immediate supervisor as soon as possible in advance of the scheduled shift, of an inability to report to work because of personal illness or injury. Employees shall make every reasonable effort to notify their supervisor at least four hours prior to the start of their shift in order to provide enough time to find replacement staff.
- (b) When an employee has not provided a doctor's note or certificate of medical absence, as requested by the Employer, within three working days of return to work, they will be considered to have been ineligible for sick leave.

### 22.4 Long-Term Sick Leave

- (a) Employees who will be absent from work due to illness for longer than five consecutive workdays shall immediately inform their supervisor, and provide their supervisor with a doctor's note. The doctor's note shall include the following:
  - (1) date patient seen
  - (2) confirmation that the employee is following their treatment plan

- (3) confirmation that the employee is unable to perform their regular duties, and
  - (4) prognosis (expected date of return)
- (b) Employees shall provide their supervisor with an additional doctor's note after 30 days of continued absence for the same illness.
- (c) Prior to an employee's return to work, the Employer may require the employee to provide medical confirmation that the employee is able to return to their regular duties. If the employee is able to return with restrictions or limitations, the employee must provide medical confirmation that outlines their restrictions or limitations, and the expected return to full duties.

## **22.5 Workers' Compensation Benefit**

- (a) Employees suffering injury at work during the shift will be paid for the remainder of the shift pursuant to Clause 21.6 (Injury Pay Provision), and will proceed on unpaid leave pending the adjudication of their WCB claim.
- (b) Employees in receipt of WCB wage loss benefits are responsible to pay their portion of health and welfare premiums.
- (c) While in receipt of WCB wage loss benefits, paid holidays, vacation and sick credits will not accrue.

## **ARTICLE 23 - HEALTH AND WELFARE**

### **23.1 Basic Medical Insurance**

All regular full-time employees who work 25 hours or more per week and have completed the probationary period may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the premium for the employee only, commencing with the month end payment following the decision of the employee to enrol.

### **23.2 Extended Health, Dental and Group Life Benefits**

- (a) The current practice of the Employer with regard to the Extended Health Care Plan, the Dental Plan, and the Group Life Plans outlined in The Salvation Army Employee Benefit Plan booklet shall continue for the term of this collective agreement. The Employer shall pay the monthly "single" premium cost of the Core Plan for Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment for regular employees working 25 or more regularly scheduled hours per week.
- (b) The current practice of the Employer with regards to benefits and cost sharing outlined in the Taking Care benefits booklet shall continue for the term of the agreement. It is agreed that the Employer may change carriers and plans from time to time without penalty provided that any new package of benefits plans will provide an option which is equivalent to the then current benefits. If any change occurs the Employer shall notify the Union of the change.
- (c) The Employer will provide all eligible employees with a current copy of the plan booklet.

### **23.3 Premiums**

- (a) Employees who are regularly scheduled to work a minimum of 25 hours per week shall be eligible for health and welfare benefits described in Clause 23.2 (Extended Health, Dental and Group Life Benefits) above.

(b) The Employer shall pay 100% of the monthly premium cost of the Core benefit plans for eligible employees. Eligible employees may also choose optional coverage per the Employer's benefit plans, at the employee's expense.

**23.4 Long-Term Disability**

(a) To be eligible for Long-Term Disability (LTD) benefits, employees must work 30 or more regularly scheduled hours per week. All eligible employees are required to participate in the LTD program. LTD premiums will be paid by the employee.

(b) After 12 months on LTD, the Employer may choose to post and permanently fill the position that was held by the employee on LTD. If the employee returns to work, that employee has the right to be placed into any vacancy which is comparable to their former position.

**23.5 Registered Retirement Savings Plan**

(a) Regular full-time and regular part-time employees who have completed three months of service will be eligible for enrolment in the Group Registered Retirement Savings Plan (RRSP) outlined in the TSA booklet as outlined below.

The Employer will contribute a percentage based on length of service according to the following schedule:

<b>Completed Years of Service</b>	<b>Employer Contribution</b>
3 months to 5 years.....	4%
6 to 10 years.....	5%
11 years or more .....	6%

(b) All contributions are held in an account registered to the individual employee. The employee identifies the funds in which the monies will be invested and investment selections may be changed from time to time in accordance with the terms of the Plan.

(c) When the employee terminates employment with the Employer, they can elect from options identified on the form "*Notice of Member Termination.*"

(d) All eligible employees shall be provided with the Group RRSP member booklet.

**23.6 Employee and Family Assistance Program**

The Employer shall provide an Employee and Family Assistance Program (EFAP) for all regular employees working over 25 hours per week, and their eligible dependants. The Employer will provide eligible employees with the EFAP brochure.

**ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

**24.1 Paydays**

Wages shall be paid biweekly on the Friday. All employees will receive pay by direct deposit.

**24.2 Rates of Pay**

Employees shall be classified and paid in accordance with Appendix A (Hourly Wages).

**24.3 Rate of Pay on Reclassification**

Employees promoted or reclassified to a higher paying position, will receive the rate of pay for that position.

**24.4 Temporary Assignment to a Lower Rated Position**

If an employee is assigned by the Employer to a lower rated position, the employee shall incur no reduction to wages or benefits.

**24.5 Substitution Pay**

An employee temporarily substituting in or performing the principal duties of a higher paying position, for a minimum of one-half day, will receive the regular rate for that classification for the period of substitution.

**24.6 Meal Allowance**

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

Breakfast	\$ 6.00
Lunch	\$ 8.50
Dinner	\$15.00

**24.7 Mileage**

Employees required to use their own vehicles for employment related purposes shall be compensated at a rate of 50¢ for each kilometre driven.

**24.8 Courses/Exams at the Request of the Employer**

The Employer shall compensate employees for all course fees, and wage loss replacement will be provided when employees are directed by the Employer to take employment-related courses during regular working hours.

**24.9 Standard/Daylight Saving Time Scheduling and Payment**

Employees shall be paid at straight-time for actual hours worked when scheduled to work the night shifts of standard/daylight saving time changes.

**24.10 Lead Hand Premium**

- (a) On any shift on which the supervisor is not scheduled, another employee shall act as lead hand.
- (b) In addition to their regular duties, the Lead Hand shall be responsible for decision-making and providing support to other employees. The Lead Hand shall be required to call in staff when necessary.
- (c) Compensation for the Lead Hand shall be 75¢ per hour in addition to the employee's regular rate of pay for the shift.
- (d) The lead hand assignment shall be offered to employees on the basis of seniority. The most senior willing employee working the weekend day shift, the graveyard shift or any other shift on which the supervisor is not scheduled shall be considered the lead hand.

**ARTICLE 25 - GENERAL CONDITIONS****25.1 Singular or Plural**

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

**25.2 Copies of Agreement**

The Union agrees to provide copies of the collective agreement for all employees, and the Employer shall make these available. The parties shall equally bear reasonable costs associated with printing and publication of the collective agreement. The Union shall provide six copies of the collective agreement to management for their use.

**25.3 Indemnity**

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

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

**25.4 Criminal/Civil Offences by Residents or Clients**

The Employer agrees that where there are reasonable grounds to believe a resident or client has committed a criminal offence against an employee, the Employer will provide necessary leave, without loss of pay or benefits, to the employee to support the employee's pursuit of criminal charges and/or alternative corrective remedies.

**25.5 Volunteers**

- (a) It is understood that persons who serve as volunteers in accordance with the historic mission and present practice of The Salvation Army Cascade Centre of Hope will not be considered part of the bargaining unit. These volunteers may, from time to time, perform duties, normally as an adjunct to work performed by members of the bargaining unit, but will not replace bargaining unit members. It is understood that volunteers will not result in employees losing regularly scheduled hours or being laid off.
- (b) The parties agree that should student placements or students-in-training programs be run by The Salvation Army Cascade Centre of Hope, such students will be deemed volunteers and will be excluded from the bargaining unit. In such cases, the Employer shall inform the Union of any student placements referred to in this subclause.

**25.6 Contracting Out**

- (a) The Employer agrees not to contract out any work presently performed by employees covered by this collective agreement, which would result in the layoff of such employees.
- (b) It is understood by both parties that the use of volunteers, student placements, residents, clients, and work experience participants will not be considered contracting out, so long as it does not result in the layoff of such employees.

## ARTICLE 26 - HARASSMENT

### 26.1 Preamble

The Employer and the Union recognize the right of employees to work in an environment free from harassment and agree to foster and promote such an environment. The Employer recognizes its responsibility in ensuring that employees are free from harassment and discrimination along with providing a work environment where all individuals are treated with respect and dignity. Employees are responsible to conduct themselves in a respectful manner in the workplace and to refrain from harassment and discrimination.

### 26.2 Definition of Harassment

Types and examples of harassment include discriminatory, psychological, sexual and personal harassment, and are defined as actions that are reasonably known to be unwelcome by the recipient, and which serve no legitimate work-related purpose. These actions may be toward an individual or individuals by the employees or the Employer. It is understood that harassment does not include the good faith exercising of managerial/supervisory rights and responsibilities.

### 26.3 Complaint Procedure

The parties agree that employees complaining of harassment shall have the right to pursue the matter initially through a formal complaint as per The Salvation Army Policies, as follows:

- (a) The employee shall submit a formal complaint accompanied by a written summary of the concerns and allegations to their supervisor or directly to the Employer's designate.
- (b) Upon receipt of the written complaint, the Employer's designate shall provide written notice to the BCGEU staff representative.
- (c) The complainant and respondent shall be informed in writing of the receipt of the complaint, a summary of allegations, indication of any change to working arrangements, name of investigator(s), and meeting times.
- (d) Both the complainant, and the respondent (if they are a member of the Union), have the right to union representation.
- (e) When the investigation has been completed, the Employer will notify the complainant and respondent in writing which allegations may have been substantiated or unsubstantiated. The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (f) Complaints of this nature shall be treated in strict confidence by the Union, the Employer, the complainant, the respondent and witnesses.
- (g) This clause does not preclude an employee from filing a complaint under the *Human Rights Code*, however an employee shall not be entitled to duplication of process.
- (h) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours, and includes incidents related to client or resident contact, provided the acts are committed within the course of the employment relationship.
- (i) The Employer agrees to maintain its harassment policy including the requirement for employees to participate in mandatory harassment training.

**ARTICLE 27 - CASUAL EMPLOYEES****27.1 Use of Casuals**

- (a) A casual employee is one who is employed for relief purposes, and/or to cover temporary workload situations.
- (b) Casual employees may perform work in more than one classification provided that they are qualified, and have been trained and approved.
- (c) Casual employees shall not be used in a way that would reduce the number or hours of regular full-time or part-time positions.

**27.2 Casual Employee Probation**

- (a) Newly hired casual employees will serve a probationary period of 480 hours.
- (b) The Employer may extend the probationary period up to an additional 480 hours, and will advise the Union accordingly.
- (c) The test for just cause for rejection during probation shall include a test of suitability (which includes but is not limited to proven ability to handle the duties and responsibilities of the position as well as consistent availability for shifts).

**27.3 Seniority**

Casuals shall accrue seniority on a straight-time hourly basis.

**27.4 Casual Register**

- (a) The Employer shall maintain a register of employees who have indicated their desire to perform work of a casual nature. The register will list, in descending order of seniority, the name, classification, and seniority hours of each employee registered.
- (b) Seniority on a casual basis register shall be updated every four months. The updated list shall be posted at the worksite.

**27.5 Provisions of the Collective Agreement**

Casual employees are covered by the provisions of the collective agreement except:

Clause 14.3	Work Schedules
Clause 18.2	Annual Vacation Entitlement
Article 19	Leaves of Absence
Article 22	Sick Leave
Article 23	Health and Welfare

**27.6 Vacation**

Casual employees will receive 6% of each pay in lieu of vacation.

**27.7 Casual Compensation**

Casual employees will receive the pay for the classification of the work they have agreed to accept, notwithstanding that their regular classification may be a higher rate.



**ARTICLE 28 - TERMS OF AGREEMENT****28.1 Duration**

This agreement shall be binding and remain in force and effective from April 1, 2019 to March 31, 2022. Thereafter, the agreement shall continue in full force and effect subject to the right of either party to serve notice to commence bargaining as provided for in the *Labour Relations Code*. All provisions of the agreement are effective the date of ratification by both parties unless otherwise stated.

**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, January 31, 2022.
- (b) Where no notice is given by either party prior to January 31, 2022, both parties shall be deemed to have been given notice under this section on January 31, 2022, and thereupon Clause 28.3 (Commencement of Bargaining) applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

**28.3 Commencement of Bargaining**

Where a party to this agreement has given notice under this clause, the parties shall, within 30 days after the notice was given, commence collective bargaining.

**28.4 Change in Agreement**

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

**28.5 Agreement to Continue in Force**

Both step shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining wherein the agreement shall remain in full force and effect.


**28.6 Sections 50(2) and 50(3) Excluded**

The operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia is hereby excluded.


**SIGNED ON BEHALF OF  
THE UNION:**

  
Stephanie Smith  
President


  
Debbie Buckles  
Bargaining Committee


  
Karamjit Gill  
Bargaining Committee


  
Robyn Smith  
Bargaining Committee

  
Ryan Stewart  
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

  
Josie Delpriore  
Territorial Director, Employee Relations

  
John Thompson  
Territorial Manager, Labour Relations

  
Ian Pollard  
Executive Director

  
Al Breikreuz  
Program Manager

  
Wendy Tupling Guest  
Divisional Director, Employee Relations

Dated this 18 day of December, 2019.

**APPENDIX A  
Hourly Wages**

Position	April 1, 2019*		April 1, 2020		April 1, 2021	
	Probation	Post-Probation	Probation	Post-Probation	Probation	Post-Probation
Licensed Practical Nurse (LPN)	\$24.75	\$25.00	\$25.74	\$26.00	\$26.51	\$26.78
Senior Case Worker	\$22.85	\$23.08	\$23.76	\$24.00	\$24.48	\$24.72
Supported Independent Living (SIL) Supervisor	\$21.09	\$21.31	\$21.94	\$22.16	\$22.60	\$22.83
Case Worker	\$21.04	\$21.25	\$21.88	\$22.10	\$22.54	\$22.77
Shelter Supervisor	\$19.95	\$20.16	\$20.75	\$20.96	\$21.37	\$21.59
Outreach	\$18.46	\$18.65	\$19.20	\$19.40	\$19.78	\$19.98
Shelter Worker	\$18.36	\$18.54	\$19.09	\$19.29	\$19.67	\$19.86
Family Services Worker	\$16.63	\$16.80	\$17.30	\$17.47	\$17.82	\$18.00
Custodian	\$15.86	\$16.02	\$16.49	\$16.66	\$16.99	\$17.16
Meal Centre (MC) Cook	\$15.86	\$16.02	\$16.49	\$16.66	\$16.99	\$17.16
Food Sorter	\$14.30	\$14.45	\$14.89	\$15.04	\$15.50	\$15.66
Janitor	\$14.30	\$14.45	\$14.89	\$15.04	\$15.50	\$15.66
Dishwasher	\$14.13	\$14.27	\$14.89	\$15.04	\$15.50	\$15.66

\* Retroactive

*"Red-Circled" Salary Protection*

The following employee whose rate is above the negotiated rate is "*red-circled*", and will receive the average percentage increase as a lump sum on September 1<sup>st</sup> and March 31<sup>st</sup> of each year, until the negotiated wage rate equals or exceeds the red-circled rate:

Name	Position	Rate
Randy Clayton	Family Services Worker	\$18.50

**APPENDIX B  
Casual Employees**

**Procedure for Casual Call-In**

1. *Registering and Schedule*
  - (a) Pursuant to Clause 14.10 (Extra Hours for Part-Time Employees), a call-in register shall contain the names of employees (part-time and casual) who have registered for casual work and classifications which they are qualified to fill.
  - (b) Employees shall receive a letter confirming a phone number at which to be reached for work of a casual nature, as well as the casual employee's days and hours of availability for casual work.
  - (c) The schedule shall be posted by the first of the upcoming month.
2. *Availability*
  - (a) Casuals and part-timers desiring extra hours are expected to provide availability for all three shifts.
  - (b) Casuals must indicate availability for 24 shifts per month, of which eight must be graveyards.

(c) Availability for the upcoming month must be provided to the supervisor by the end of the second week of the current month. Failure to provide availability within the time limits will render the casual ineligible for shifts in the upcoming month. If the casual fails to provide any availability within a six-month period, the employee shall not be called for further casual work. The casual employee's name shall be removed from the call-in register and they will be deemed to have resigned. If it is a part-timer who has failed to provide availability, the part-timer's name shall be removed from the call-in list.

(d) Assignment of casual work will be dependent on the employee's availability to fill the entire vacant assignment. An employee who is already scheduled to work on the day of the casual vacancy is deemed unavailable for that vacancy.

(e) Where an employee is called for a casual assignment which would attract overtime, they must so advise the Employer when called. The Employer shall then have the option of calling another employee.

(f) It is understood that it is an operational necessity that casual employees be available for work on a consistent basis, outside of approved leaves of absence, in order to maintain their place on the casual call-in register.

### 3. *Lack of Availability/Shift Refusal*

(a) Any casual/part-time employee who accepts a shift is deemed responsible for the shift.

(b) If employees are ill they will call in to temporarily remove their name from their indicated availability and call in to resume their availability when their wellness permits. Casuals who refuse a shift for medical reasons may be required to provide medical certification for the absence, as well as certification for fitness to return to work.

(c) If the casual refuses or cancels an accepted shift or is unavailable for non-medical reasons during a period of indicated availability more than three times in six months, the employee shall not be called for further casual work. The casual employee's name shall be removed from the call-in register and will be deemed to have resigned. If it is a part-timer who has refused or cancelled, the part-timer's name shall be removed from the call-in list.

### 4. *Call-In Procedure*

(a) Employees shall be called in by telephone only for casual work by classification, starting with the most senior qualified employee with availability for the casual work being offered.

(b) Telephone calls shall be made to employees who have indicated availability.

(c) The telephone shall be permitted to ring at least six times (or until voicemail is reached). If a busy signal is reached, a second call will be made within three minutes.

(d) If the employee calls back within 10 minutes, they will be assigned the shift. If the employee calls back after 10 minutes and the shift has been assigned, this will not be considered a refusal. If the call is not returned it will be considered as a refusal.

(e) All such calls shall be recorded on the list showing the signature of the person making the call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts or declines the invitation to work or fails to answer the telephone.

(f) Where the shift pattern has not allowed for probationary/trainee casual employees to be properly assessed/trained, the Employer may arrange for a maximum of three shifts out of seniority order, with a supervisor to conduct the assessment or train.

5. *Short Notice*

- (a) Where the Employer has received eight hours or fewer notice of a vacancy, the first shift of the vacancy may be filled as the Employer deems most efficient, whether extending hours or calling casuals. In this event, the date and time of the notification shall be recorded in the log book.
- (b) Inability to contact the employee in a short notice call will not be deemed to be a refusal.

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