

**COLLECTIVE AGREEMENT**

**between the**

**THE SALVATION ARMY GATEWAY OF HOPE**

**and the**

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

**Effective from October 3, 2017 to March 31, 2022**

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**ARTICLE 1 - PREAMBLE****1.1 Purpose:**

- (a) The parties recognize that the primary focus of The Salvation Army Gateway of Hope is to support guests historically, in fulfilment 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 into 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 disposition of grievances;
  - (5) And generally, through the full and fair administration of all 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 will take precedence over the said policy or rule.

**1.3 No Discrimination**

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

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

**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 will remain in effect for the term of this agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for provisions so rendered null and void or materially altered.

**1.5 Use of Terms****(a) Gender Neutral Terms**

Throughout this agreement, gender neutral terms will be used.

**(b) Singular or Plural**

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

## 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 October 3, 2017 applies.

### 2.2 Bargaining Unit Defined

- (a) The bargaining unit will include all employees at and from 5787 Langley Bypass, Langley, BC and any other agreed to by the parties, except those excluded by the *Code*.
- (b) The Employer agrees to notify the Union of its intent to exclude a position, or to create an excluded position for the purpose of reaching mutual agreement on the exclusion. 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

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

### 2.4 No Other Agreement

No employee covered by this agreement will 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 will 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 elect stewards to represent employees. The Employer and the Union agree to a maximum of two stewards and one alternate.
- (b) The Union agrees to provide a list of the employees designated as stewards and the alternate, and shall advise of any changes in writing.
- (c) Stewards shall obtain prior permission from their supervisor for time away from work activities without loss of pay for the following duties:
  - (1) investigation of complaints and grievances
  - (2) assisting an employee whom the steward represents in preparing and presenting a grievance or complaint in accordance with the collective agreement;
  - (3) supervision of ballot boxes and related functions during ratification votes;



- (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees; and
- (5) attending meetings at the request of the Employer.

## **2.7 Bulletin Boards**

The Employer agrees to provide a bulletin board in the staff lunchroom for the exclusive use of the Union.

## **2.8 Union Insignia**

A union member will have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be publicly displayed on the Employer's premises. Such card will remain the property of the Union and will 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 notice as possible of the dates of the leave and not fewer than 14 days' notice to the commencement of the leave.
- (b) Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.
  - (4) for employees elected for a full-time position of the Union or any body to which the Union is affiliated for a period of one year and will be renewed upon request of the Union;
  - (5) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (c) Leave of absence with pay and without loss of seniority will be granted:
  - (1) for stewards or alternates to perform their duties per Clause 2.6 (Recognition and Rights of Stewards);
  - (2) to employees appointed by the Union as union representatives to attend Joint Labour Management Committee meetings;
  - (3) to members of the Joint Occupational Safety and Health Committee to attend meetings of the Joint Safety and Health Committee, or to carry out the duties of their role;
- (d) Seniority will continue to accumulate during such leaves listed in (b) above and shall apply to such provisions as annual vacations, wage increases 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 will reimburse the Employer for all related salary and benefit costs.

**2.10 Right to Refuse to Cross Picket Lines**

- (a) All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute defined in the appropriate legislation. Any employee failing to report for duty will be considered to be absent without pay.
- (b) Failure to cross a legal picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.
- (b) All employees hired into bargaining unit positions on or after the date of certification will, as a condition of continued employment, become members of the Union and maintain such membership.

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

- (a) The Employer shall as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) Deductions for employees exempted under Section 17 of the *Labour Relations Code* of British Columbia shall be processed as required by the *Code*.
- (c) The Employer shall deduct from any 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.
- (d) Deductions shall be made for each period and membership dues or payment in lieu thereof will be considered as owing in the period for which they are so deducted.
- (e) All deductions shall be remitted electronically to the Union not later than 28 days following the end of the month in which the deduction was made. With every regular dues remittance, the Employer shall provide an electronic report that will include the name of the worksite, a list of names, employee numbers, mailing addresses, gross wages, dues deducted and status of those bargaining unit employees from whose salaries such deductions have been made.
- (f) Before the Employer is obliged to deduct any amount under (a) or (b) of this article, the Union must advise the Employer in writing of its regular monthly dues or assessments. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union or their designate. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (g) Receipts for income tax purposes (T4) slips will be available for employees to access online, and will indicate the total amount of deductions paid to the Union by the employee in the previous year. A paper copy will be made available upon request.
- (h) As a condition of continued employment, an employee in a bargaining unit position, shall complete an authorization form providing for the deduction from employee's monthly wages or salary

the amount of the regular dues payable to the Union by a member of the Union, and the Employer agrees to provide this to 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) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment.

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

(a) At the time of hiring, new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the article dealing with union security and dues check-off.

(b) The Employer further agrees to provide new employees with copies of the collective agreement and the names of the stewards.

(c) When new employees are hired, the Employer will notify the stewards of their name and their primary work locations.

(d) A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 6 - EMPLOYER'S 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 - EMPLOYER/UNION RELATIONS

### 7.1 Joint Labour Management Committee

#### (a) *Composition of Committee*

The parties agree that the Joint Labour Management Committee will be composed of two representatives and one alternate appointed by the Union and two representatives and one alternate appointed by the Employer.

#### (b) *Chair*

The Chair shall alternate between an employer representative and a representative of the Union.

#### (c) *Meetings*

The Committee will meet at least every 60 days, or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union will be compensated with straight-time pay. This includes meetings scheduled outside of an employee's regular working hours.

#### (d) *Scope of the Committee*

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

### 7.2 Union Representative Visits

Access to the premises shall be granted, upon prior notice and mutual agreement whenever the designated representatives of the Union intend to visit the Employer's premises for the purpose of conducting union business. Such agreement is not to be unreasonably withheld. Such visits shall not interfere with the normal operations of the worksite.

Reasonable accommodation will be made to allow the President of the Union to have access to union members to conduct union business.

### 7.3 Union and Employer Representation

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

### 7.4 Technical Information

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:

- (a) a list of employees, their contact information, such as address, phone number and email
- (b) their status (full-time, part-time or casual);
- (c) job titles;
- (d) job descriptions;
- (e) wage rates;

- (f) seniority list with service dates and work location (department or address); and
- (g) a summary of benefit plans (medical, dental, RRSP, etc.).

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Preamble**

- (a) The Employer and the Union recognize that situations may arise concerning:
  - (1) differences regarding the interpretation, application, operation or alleged violation of a provision of this agreement; or
  - (2) dismissal, discipline or suspension of an employee.
- (b) The procedure for resolving such a difference will be the procedure in this article.
- (c) Where the employee involved in this procedure is a steward, they will not, where possible, act as a steward in respect of their own process, but will do so through another steward or a union staff representative.
- (d) It is the mutual desire of the parties that such real differences will be resolved as quickly as possible and to resolve the real substance of the matter of difference.
- (e) All grievances will be treated in a sensitive and confidential manner.

### **8.2 Step 1**

In the first step of the grievance procedure, every reasonable effort will be made to settle the dispute as soon as possible with the employee's immediate supervisor or designate through informal discussion. The aggrieved employee will have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

### **8.3 Time Limit to Present Initial Grievance**

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 (Step 2), not later than 21 calendar days after the date:

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

### **8.4 Step 2**

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

- (a) recording the grievance on the appropriate grievance form (as provided by the Union), setting out the nature of the grievance and the circumstances from which it arose;

- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated; and
- (c) transmitting the grievance to the employee's immediate supervisor or designate through the union steward.

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

The Employee's supervisor (or designate) will reply in writing to an employee's grievance within 21 calendar days of receiving the grievance at Step 2.

#### **8.6 Step 3**

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

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

#### **8.7 Time Limit to Reply at Step 3**

The Employer's designate will respond in writing to the Union within 30 calendar days of receipt of the grievance at Step 3.

#### **8.8 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 reply at Step 3, or
- (b) 30 calendar days after the Employer's reply was due.

#### **8.9 Dismissal or Suspension Grievances**

- (a) Where there is a dispute arising from an employee's dismissal or suspension, the Employer designate shall make every reasonable effort to meet with the employee and the union representative in an effort to resolve the dispute. The meeting will take place within 14 calendar days from the date of the dismissal or suspension.
- (b) Any resolution between the union representative and employer designate shall be in writing.
- (c) If the matter is not resolved as a result of the meeting, the Union may refer the grievance to arbitration as set out in Article 9 (Arbitration).

#### **8.10 Policy Grievance**

- (a) Where either party disputes the general application, interpretation, or alleged violation of a provision in the collective agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within 30 calendar days of becoming aware of the matter in dispute.
- (b) Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 (Arbitration).

#### **8.11 Time Limits**

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

### **8.12 Deviation from the Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union and submitted to the Employer 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 Union.

## **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 8.8 (Time Limit to Submit to Arbitration).

### **9.2 Appointment of Arbitrator**

(a) 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 will appoint an arbitrator from the mutually agreed upon list of or a mutually agreed upon substitute.

(b) The parties shall agree upon arbitrators listed in Appendix C (List of Arbitrators). An arbitrator may be removed or added to the list by mutual agreement. Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

### **9.3 Arbitration Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and will give full opportunity to all parties to present evidence and make representations. The Arbitrator must have regard to the real substance of the matters in dispute and the respective merit of the position of the parties to it under the terms of the collective agreement.

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

(a) The authority of the Arbitrator shall be as set out in Section 89 of the *Labour Relations Code*. The Arbitrator will have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement, which the Arbitrator deems just and equitable, however, the Arbitrator will not have the power to change this agreement or to alter, modify, or amend any of its provisions.

(b) The decision of the Arbitrator will be final, binding, and enforceable on the parties.

### **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 will make every effort to do within seven calendar days.

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

Each party will 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 agreement 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. Where the Union requires the attendance of an employee(s) to appear as a witness at an arbitration hearing, this will be communicated in advance to their immediate supervisor for scheduling purposes.
- (b) All reasonable arrangements will be made to permit the concerned parties or the Arbitrator to have access to view any working conditions which may be relevant to the settlement of the grievance.

### **9.9 Technical Objections**

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

## **ARTICLE 10 - DISCIPLINE**

### **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 dismissal and discipline the burden of proof of just cause will rest with the Employer.

### **10.2 Discipline, Suspension and Dismissal**

- (a) Where employees feel that any discipline, such as a written censure, letter of reprimand or warning, adverse report, suspension or dismissal, which is to be placed on their file does not accurately or fairly reflect on them, they will be entitled to recourse through the grievance procedure. Employees will be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. In cases of dismissal or suspension, a copy of the written notice of dismissal or suspension will be forwarded by email to the union staff representative within three business days of the action being taken.
- (b) Any such document other than a formal performance evaluation will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (c) The Employer agrees not to introduce as evidence in any hearing any document from the file of the 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 Performance Evaluations**

- (a) The Employer will review each of the employee's overall work performance at the end of their probationary period, and annually thereafter.
- (b) The supervisor conducting the evaluation shall first give the employee the 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 opportunity to provide their comments and sign to indicate that they have read it. A copy will also be provided to the employee once it has been signed.
- (d) Wherever practical, evaluation interviews will take place during the employee's regular working hours. If a performance evaluation interview is scheduled outside of the employee's regular working hours, they shall be paid at straight time.
- (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.

#### **10.4 Personnel File**

- (a) Within five calendar 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. The employee may choose to have a steward present at the time they are reviewing their file.
- (b) The personnel file will not be made public or shown to any other individual without the employee's written consent.

#### **10.5 Right to have Steward Present**

- (a) An employee will have the right to have a steward present at any meeting with the Employer that might be the basis of discipline. The employee will be notified in advance of the purposes of the meeting and the employee's right to have a steward present. The employee may contact their steward, providing that this does not result in an undue delay of the meeting.
- (b) Where the employer designate intends to interview a shop 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, provided that this does not result in an undue delay of the appropriate action being taken.
- (c) This clause will not apply to those interviews that are of an operational nature and do not involve disciplinary action.

#### **10.6 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer or designate of the reason for the absence will be presumed to have abandoned the position. An employee will 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 will be defined as the length of the employee's continuous employment with the Employer, and shall accumulate based on straight-time paid hours since the most recent date of hire for regular and casual employees.
- (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 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 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);
- (6) union leave;
- (7) pregnancy, parental and adoption leave;
- (8) other approved paid leaves of absence.

### 11.2 Seniority List

- (a) The Employer will provide the President or designate with a current service seniority list of employees by classification twice annually, in February and August. This will be posted on the Union bulletin board.
- (b) The seniority list will include the following information for each employee:
  - (1) Name
  - (2) Seniority Hours
  - (3) Classification; and
  - (4) Employee's current status (i.e. full-time, part-time, casual).
- (c) The list will be posted for employee review for 30 days, during which time employees may challenge their own seniority.

### 11.3 Loss of Seniority

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

- (a) is not successful during probation;
- (b) resigns their position;
- (c) is dismissed with just cause
- (d) abandons their position;
- (e) is on layoff for more than one year; or
- (f) 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.

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

A regular employee who voluntarily resigns their employment and within 30 days is re-hired as a regular employee will retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

### **ARTICLE 12 - VACANCIES AND POSTINGS**

#### **12.1 Vacancies**

(a) A vacancy results from:

- (1) An employee permanently leaving their position; or
- (2) A position to be filled for more than three months.

(b) Job postings shall be distributed internally to all staff by email, and may be advertised externally concurrently.

#### **12.2 Temporary Appointments**

Where operational requirements make it necessary, temporary appointments may be made. Such temporary vacancies shall be filled by the most senior, available qualified part-time or casual employee pursuant to Article 26 (Casual Employees).

#### **12.3 Selection Criteria**

In the filling of vacancies, promotions or transfers of employees, skill/ability, qualifications and availability will be considered. Where such requirements are equal, seniority shall be the determining factor.

#### **12.4 Notice of Successful Applicant**

Interviewees for posted vacancies within the bargaining unit shall be informed of the Employer's decision before the name of the successful applicant is communicated to all staff by email.

#### **12.5 New Hire Probationary Period**

(a) New full-time regular employees will be probationary for the first 488 hours or three months, whichever occurs first. New part-time regular employees will be probationary for 488 hours or six months, whichever occurs first. The probationary period may be extended for an additional period of three months, in which case the Employer will notify the Union.

(b) A probationary employee may be terminated at any time for cause, without notice or severance. The test for cause shall be suitability, which includes proven ability to manage the duties and responsibilities of the position as outlined in the position description.

#### **12.6 Trial Assessment Period**

(a) When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of 488 hours or three calendar months, whichever occurs first. This time may be extended for an additional three months, by mutual agreement of the parties.

(b) If the employee is unable to perform the duties of the new job, or if the employee wishes to return to their former position, the employee will be returned to their former position and wage rate without loss of seniority.

- (c) Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage rate without loss of seniority.
- (d) The trial period may be waived by mutual agreement between the Union and the Employer.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff**

In the event that the Employer deems it necessary to reduce the workforce, and before any layoffs occur, the Employer may consult with the Union to discuss the number of positions likely to be affected.

### **13.2 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer will canvass employees in order to invite:
  - (1) placement in a regular vacant position;
  - (2) placement on the casual call-in and recall lists with no loss of seniority; or
  - (3) other voluntary options, as agreed to by the Union and the Employer.

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

- (b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

### **13.3 Layoff**

In the event of a layoff, employees will be laid off by classification, in reverse order of seniority.

### **13.4 Advance Notice**

- (a) The Employer will notify employees who are to be laid off 30 calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work their scheduled shifts during the period after notice of layoff, they will be paid in lieu of work for that part of the notice period for which work is not available.
- (b) It is understood that this clause will not apply when a layoff is caused by circumstances beyond the control of the Employer (i.e. fire, flood, medical closure, etc.).

### **13.5 Layoff Options**

An employee who has been given layoff notice will, within seven calendar days of receiving layoff notice, elect either:

- (a) placed in a vacant position;
- (b) bumping as provided for in Clause 13.6 (Bumping);

- (c) 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), for a period of one year; or
- (d) severance pay as provided for in Clause 13.8 (Severance Pay).

### **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 than their regular classification provided that:
  - (1) the employee being laid off has the knowledge, qualifications, skills and ability required in the selected position;
  - (2) the employee being laid off bumps the least senior employee in the selected classification with the equivalent hours. If there is no position with an equivalent number of hours, then the employee being laid off bumps the least senior employee in the selected classification with the closest number of hours.
- (b) If the impacted employee bumps into a classification that is different from their current position, the employee will be placed on a trial period not to exceed three months. Upon completion of the three-month trial period, the employee will be confirmed in the position. If the employee is not confirmed in the position, the employee will not have the right to further bumping and will within seven calendar days of receiving notice elect either:
  - (1) 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); or
  - (2) severance pay as provided for in Clause 13.8 (Severance Pay).

### **13.7 Recall**

- (a) Employees who are laid off may elect to be placed on a recall list. Such employees will be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall will be sent by Express Post or email. Employees must accept recall within seven days of receipt of the priority courier or email. Employees will have 14 days after accepting recall to return to work.
- (b) The recall period will be one year. At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority, or to elect severance.
- (c) If the impacted employee bumps into a classification that is different from their former position, the employee will be placed on a trial period not to exceed three months. Upon completion of the three month trial period, the employee will be confirmed in the position. If the employee is not confirmed in the position, the employee will within seven calendar days of receiving notice elect to either:
  - (1) replacement on the recall list for the remainder of the 52 week period; or
  - (2) severance pay as provided for in Clause 13.8 (Severance Pay).

### **13.8 Severance Pay**

An employee who is laid off and selects severance pay will receive severance pay at the following rate:

- (a) After three consecutive months of employment – 2% of wages or an equivalent to one week's pay
- (b) After 12 consecutive months of employment – 4% of wages or an equivalent of two week's pay

(c) After three consecutive years – 6% of wages or an equivalent of three week's pay, and 2% or an equivalent of one week's pay for each additional year of employment up to a maximum of maximum of 16% or an equivalent to eight weeks.

### **13.9 No New Employees**

New employees will not be hired until those laid off in that classification have been given an opportunity of recall, provided that the recalled employee is qualified and able to perform the required work.

## **ARTICLE 14 - HOURS OF WORK AND SCHEDULING**

### **14.1 Hours of Operation**

The Employer shall establish the hours of operation at the worksite. The worksite shall provide for a continuous operation based on a seven-day week, 24 hours per day, unless otherwise specified. For the purpose of this agreement, the week begins Sunday at 00:01 hours and concludes Saturday at 24:00 hours.

### **14.2 Work Week**

(a) Hours of work may be set pursuant to averaging agreements as per the *Employment Standards Act*.

(b) Coverage of extra work that may be required will be assigned by the Employer in the most economical and efficient manner possible. The Employer will have extra work performed at straight-time rates whenever possible by offering them to part-timers who have indicated an interest in working additional hours pursuant to Clause 14.8 (Hours of Work – Part-Time Employees), and/or casual employees from the casual register.

### **14.3 Work Schedules**

(a) Work schedules are normally created on the 15<sup>th</sup> of the month to be effective the first of the month following.

(b) Where practical employees will receive up to 14 calendar days' notice of any change in their respective work schedules. When schedules are changed without such advance notice, employees who cannot comply with the changed starting and finishing times of the first shift will not be disciplined.

(c) Upon the creation of new shifts, employees will be able to exercise their seniority in the selection of days of work and shifts.

### **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 guests. 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 and one rest period with pay for each shift of less than five hours.

**14.5 Meal Periods**

All shifts over five hours include 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 will be rescheduled to a mutually agreeable time. Where the employee is required to remain at work during meal periods, the meal period will be considered time worked at straight-time.

**14.6 Minimum Daily Pay**

- (a) The Employer will pay the employees a minimum of two hours' pay at their regular rate of pay upon reporting to work as required.
- (b) Notwithstanding (a) above, employees required to attend staff meetings during off duty hours will be paid 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 will provide each employee with at least two consecutive days of rest each week.

**14.8 Hours of Work - Part-Time Employees**

- (a) Part-time employees who indicate an interest in working additional hours will be offered casual shifts that are available within their classification provided they are qualified to do the work and provided it will not result in overtime pay. The call-in procedure will apply. These hours will be credited to regular seniority.
- (b) Clause 26.5 (Casual Employee Availability) will apply to part-time employees who have indicated their availability to work casual shifts.

**14.9 Shift Exchange**

Employees may exchange shifts with the approval of the Employer, provided that both employees have the required training, there is no increased cost to the Employer, and that whenever possible, sufficient advance notice in writing is given to the Employer.

**ARTICLE 15 - NEW AND CHANGED JOBS****15.1 New and Changed Jobs**

- (a) Where a new or substantially altered job classification covered by this agreement is introduced, the wage rate and job description will be given to the Union. Job Descriptions presented to the Union will become the recognized job descriptions unless grieved by the Union within 30 calendar days of presentation.
- (b) Where the Union objects in writing, it will provide specific details of its objections, which will 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.

- (c) 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 will be effective from the date the position was established.

## ARTICLE 16 - OVERTIME

### 16.1 Authorization

- (a) An employee who is required to work overtime will be entitled to overtime compensation when 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.

### 16.2 Overtime Compensation

- (a) Employees who work over eight hours per day will be paid as follows:
- (1) time and one-half of the employee's regular wage for the time over eight hours;
  - (2) double-time of the employee's regular wage for the time over twelve hours
- (b) Employees who work over forty hours per week will be paid 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 the time over 48 hours.

### 16.3 Overtime on a Statutory Holiday

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided in Article 17 (Statutory and Paid Holidays), the employee shall be paid overtime at the rate of time and one half the premium statutory holiday rate for all hours worked in excess of eight hours.

### 16.4 Rest Interval

Employees are not eligible to be called for work if there has not been an eight hour break between shifts, except in the case of an emergency. An employee required to work beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their regular shift.

### 16.5 Callback Provisions

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

### 16.6 Right to Refuse Overtime

All employees will have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. Employees recognize that in emergency situations, it may be necessary to work overtime. If no employee agrees to work overtime, the least senior employee will be required to work the overtime.



**ARTICLE 17 - STATUTORY AND PAID HOLIDAYS****17.1 Statutory Holidays**

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

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

(b) The following have been designated as non-statutory paid holidays:

Easter Monday  
Boxing Day

(c) To be eligible for statutory holiday compensation, employees must have been employed for at least 30 days prior to the statutory or non-statutory paid holiday, and they must work or earn wages on 15 days of the 30 days immediately preceding the statutory holiday. This amount will be prorated for part-time and casual employees.

**17.2 Holidays Falling on a Saturday or a Sunday**

(a) For an employee whose workweek is from Monday to Friday, and when any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday will be deemed to be the holiday.

(b) When a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), will be deemed to be the holiday for the purpose of this agreement.

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

When a statutory holiday falls on a regular employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken within the same pay period in which it was earned.

**17.4 Holiday Falling on a Scheduled Workday**

(a) A regular employee who is required to work on a statutory 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 within two pay periods by written request. Requests shall not be unreasonably withheld.

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

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

**17.6 Other Observances**

- (a) Where established cultural or religious practices provide for ceremonial occasions, employees may request up to two days' leave without pay per calendar year. Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the two days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

**ARTICLE 18 - VACATION****18.1 Annual Vacation Entitlement**

- (a) "*Vacation year*" - for the purposes of this article a vacation year will be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.
- (b) "*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.
- (c) Regular full-time and part-time employees will be entitled to vacation in each calendar year as follows:

Partial year .....	4.6% of straight-time wages.
1 <sup>st</sup> to 6 <sup>th</sup> year .....	3 weeks (6%)
7 <sup>th</sup> to 13 <sup>th</sup> year .....	4 weeks (8%)
14 <sup>th</sup> to 19 <sup>th</sup> year .....	5 weeks (10%)
20 years or more .....	6 weeks (12%)

**18.2 Vacation Scheduling**

- (a) In order to exercise seniority for the purpose of scheduling, employees must submit their requests for vacation by no later than February 28<sup>th</sup> of each year.
- (b) Vacations will be granted on the basis of service seniority within a department and posted by March 15<sup>th</sup>. Employees who do not exercise their seniority rights within two weeks of the schedule being posted, i.e. by March 31<sup>st</sup>, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Employees will 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 will 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 February 28<sup>th</sup> will be considered on a first come, first-serve 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 will be given consideration. Such changes will not affect the selected vacation periods of other employees without the agreement of those employees.
- (f) Vacation schedules, once approved by the Employer, will not be changed other than in cases of emergency (as per (e) above), 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 will not be changed other than in cases of emergency (as per (f) above), except by mutual agreement.

### **18.3 Vacation Entitlement upon Death**

Earned but unused vacation entitlement will 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.

### **18.4 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) (1) In the event of the death of an employee's spouse, domestic partner, child, parent, brother or sister, five consecutive days with pay shall be provided.

(2) In the event of the death of an employee's grandparent, grandchild, or in-laws, three consecutive days leave with pay shall be provided.

(3) In the event of the death of the employee's aunt, uncle, cousin, niece or nephew, the employee will be entitled to one day leave with pay.

(b) Employees may apply for additional leave of absence without pay. Such leaves shall be granted at the discretion of the Employer.

(c) At the time of application, an employee may be required to provide reasonable documentation in support of any claim for bereavement leave.

### **19.2 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member who is at risk of dying within 26 weeks. There will be no change to eligibility for benefits provided for under Article 23 (Health and Welfare). The Employer will 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.

### **19.3 Family Responsibility Leave**

It is recognized in today's labour force that situations occur from time to time when matters need to be taken care of with an employee's family. For this reason, an employee may request up to five days of unpaid leave to meet family responsibilities.

**19.4 Medical and Dental Appointments**

Upon completion of three months probation, regular full-time and part-time employees are entitled to fourteen hours per year to attend medical or dental appointments.

**19.5 Leave for Court Appearances**

- (a) The Employer will grant leave without loss of pay and benefits to employees, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the Employer.
- (d) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

**19.6 Full-Time Public Duties**

The Employer will grant, on written request and with at least 30 calendar days' notice, leave of absence without pay or benefits:

- (a) for employees who have filed notice to seek election in a municipal, provincial, or federal election, for a maximum period of 90 days;
- (b) for employees elected to a public office for one term in office to a maximum of five years;

Employees who are granted leave under this clause will not accrue seniority for the period of their leave.

**19.7 Elections**

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

**19.8 General Leave**

- (a) The Employer may grant a leave of absence without pay to an employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be unreasonably withheld.
- (b) An employee on general leave without pay will not accrue seniority for leave periods longer than one month.

**ARTICLE 20 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

Employees requesting leaves under this article are required to outline in writing to the Employer the proposed start date, and date of return. Certificates from medical practitioners may be required.

**20.1 Pregnancy Leave**

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.

- (b) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Pregnancy leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

## **20.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth or, where applicable, proof of adoption
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the parent who takes pregnancy leave, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Clause 20.1 (Pregnancy Leave).
  - (2) in the case of the parent, other than an adopting parent, who does not take pregnancy leave, up to 62 consecutive weeks commencing within the 78-week period following the date of birth,
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

## **20.3 Leave without Pay**

All leave taken under Article 20 (Pregnancy, Parental and Adoption Leave) is leave without pay.

## **20.4 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position.

- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clauses 20.1 (Pregnancy Leave) or 20.2 (Parental Leave).

#### **20.5 Benefit Plan**

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

#### **20.6 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position.
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

#### **20.7 Sick Leave Credits**

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

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

#### **21.1 Workplace Safety and Health**

The Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of health and safety of all employees.

#### **21.2 Joint Occupational Safety and Health Committee Meetings**

- (a) The Joint Occupational Safety and Health Committee (Committee) will consist of an equal number of employer and union representatives. Union representatives will be employees in the workplace, and will be appointed by the Union. The Union will advise the Employer of its appointments to this committee when the Committee is established, and as soon as there are any changes to its appointees.
- (b) The Committee will have the power to make recommendations to the parties regarding safety and health matters, and to monitor and assess workplace safety and health training programs for employees.
- (c) The Committee will meet once a month during normal working hours whenever possible. When meetings cannot be scheduled within an employee's regular hours, it is understood that compensation to attend such meetings will be at straight-time.

- (d) The employer and union co-chairs will alternate presiding over meetings, and in transcribing minutes. Every effort will be made by the Committee to establish and circulate a meeting agenda prior to the meeting date.
- (e) Minutes of the committee meetings will be recorded in a mutually agreeable format and copies will be forwarded to the parties and posted on bulletin board(s).

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

- (a) Employees who are representatives of the Committee will not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with the Occupational Health and Safety regulation.
- (b) Other committee business in accordance with (a) above will be scheduled during normal working hours whenever possible. When no other union designated worker representative is available, time spent by employees attending to committee business outside of regularly scheduled hours of work will be compensated at straight time.
- (c) A worker appointed by the Union as a workplace safety and health representative will be granted leave to access either training offered by the Union or by WorkSafeBC, as necessary to meet regulatory requirements. Such training will be paid at straight-time.

### **21.4 Transportation of Injured Worker**

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

### **21.5 Refusal of Unsafe Work**

- (a) Any employee who has reasonable cause to believe that to perform work would be unsafe pursuant to the Occupational Health and Safety Regulations must immediately report the unsafe situation to management. Management must remedy the situation. If in management's opinion the report is not valid, then they will inform the employee. Where management has determined that a situation is safe and the employee continues to refuse to perform the work, a 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 work, the parties will immediately request an investigation and determination by an officer from WorkSafeBC. An employee may be transferred to alternative work at no loss of pay pending the decision of the WorkSafeBC Officer. A copy of the report, when applicable, will be provided to the Joint Occupational Safety and Health Committee.
- (b) No employee shall be disciplined for refusal to perform work, which the employee has reasonable cause to believe to be unsafe.

### **21.6 Critical Incident Stress Debriefing**

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.

### **21.7 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 will receive payment for the remainder of the shift without deduction from sick leave.

### **21.8 Training**

(a) 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 information regarding the potential for violence or aggression from guests. The Employer will make readily available information, manuals and procedures for these purposes.

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

### **21.9 Workplace Violence and Aggressive Behaviour**

(a) Workplace Violence or aggressive behaviour is defined in The Salvation Army Workplace Harassment, Discrimination and Violence Prevention Policy as "*any actual, attempted or threatened exercise of physical force against a worker in a workplace that could cause physical harm, or where it is reasonable for a worker to interpret a threat,*" such as physical attacks, threatening behaviour and verbal or written threats.

(b) Where employees may be at risk from workplace violence or aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Joint Occupational Safety and Health Committee shall be consulted on the curriculum.

### **21.10 Communicable Diseases and Parasitic Infestations**

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.

(b) Where the Employer is aware of a communicable disease or parasitic infestation, the Employer will follow public health protocol and inform employees when there is an outbreak and when the outbreak is over.

### **21.11 Protective Clothing and Supplies**

The Employer will supply suitable protective clothing and equipment such as gloves, aprons, protective eyewear or protective apparel required for the safe performance of an employee's duties.

### **21.12 Harassment Complaints**

(a) The parties recognize the right of employees to work in an environment free from harassment and shall take actions as are necessary respecting an employee engaging in harassment in the workplace. The parties agree that the Employer will maintain its policy containing definitions and prevention of harassment in the workplace, and the associated training.

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



### 21.13 Harassment Complaints Procedure

- (a) A harassment complaint is not a grievance. The complainant may follow the complaint process in the policy or the complaint process outlined below. If the complainant and/or respondent is a member of the bargaining unit, they shall be given the option of having union representation present at any meeting held to investigate the complaint.
- (b) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, union steward or union staff representative. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (c) An employee who wishes to pursue a concern arising from alleged harassment may submit a confidential complaint in writing, within six months of the latest alleged occurrence. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer. Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (d) When a formal complaint is submitted, the Employer's designate will notify the union staff representative. The complainant and the respondent shall be provided with a letter summarizing the complaint, and notifying of an interview, at which they may choose to be accompanied by their union representative. A copy of the letter will be provided to the union staff representative.
- (e) When the investigation has been completed, the complainant and respondent will be notified in writing what 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) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia but shall not be entitled to duplication of process.

## ARTICLE 22 - SICK LEAVE

### 22.1 Sick Leave

- (a) Regular full-time and part-time employees who have completed the three month probationary period shall accumulate sick leave credits on the basis of one day for every month worked to a maximum 85 days. Regular part-time employees will accumulate sick leave on a prorated basis.
- (b) Sick leave credits accumulate from the date of employment; but cannot be used until an employee has completed the probationary period. Pay will be based on scheduled work hours lost.

### 22.2 Medical Confirmation

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

### 22.3 Employee Responsibilities

The employee will 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 shift supervisor at least four hours prior to the start of their shift in order to provide enough time to find replacement staff.

#### **22.4 Long-Term Sick Leave**

(a) Employees who will be absent from the work due to illness for longer than five consecutive days shall immediately inform their supervisor, and provide their supervisor with a doctor's note at the Employer's expense. 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 Worker's Compensation Benefit**

(a) Employees suffering injury at work during the shift will be paid for the remainder of the shift pursuant to Clause 21.7 (Injury Pay Provision), and will proceed on unpaid leave pending the adjudication of their WorkSafeBC 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 leave credits will not accrue.

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

#### **23.1 Basic Medical Insurance**

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Services Plan following completion of probation, and the premium rate will be in accordance with the existing policy of the plan. The Employer will pay 100% of the applicable single premium upon enrolment in the Employer's plan.

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

(a) The current practice of the Employer with regard to the benefit plans, outlined in "*Taking Care*" The Salvation Army benefit plan booklet will continue for the term of this collective agreement. The core (basic) benefits include: Basic Life Insurance, Basic Accidental Death and Dismemberment; Extended Health Benefits; Dental Care Benefits; and Core Long-Term Disability Benefit. The optional benefits include Optional Life Insurance, Voluntary Accidental Death and Dismemberment, Optional Health Benefits, Optional Dental Care Benefits and Enhanced Long-Term Disability Benefits.

(b) The Employer will provide all eligible employees with the above-referenced booklet.

**23.3 Premiums**

The Employer will 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.

**23.4 Long-Term Disability Plan**

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

**23.5 Registered Retirement Savings Plan**

(a) Regular full-time or part-time employees who have completed three months of service will be automatically enrolled in the Group RRSP Plan outlined in the "Group Registered Retirement Savings Plan for the Employees" member booklet as follows:

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

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

(c) Employees may make voluntary contributions over and above the basic contributions of the Employer. Employee voluntary contributions may be withdrawn once per calendar year.

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

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

(f) Eligible employees will be provided with the Group Registered Retirement Savings Plan member booklet.

**23.6 Employee and Family Assistance Program**

(a) The Employer will provide an Employee and Family Assistance Program (EFAP) for all regular full-time and regular part-time employees and their eligible dependants.

(b) The Employer will provide all employees with the EFAP brochure.

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

**24.1 Paydays**

Employees will be paid by direct deposit on the Thursday of every other week.

## 24.2 Rates of Pay

Employees will be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix D – Wage Grid and are effective on the dates specified.

## 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 Substitution Pay

- (a) An employee temporarily substituting in or performing the principal duties of a higher paying position for at least half a day will receive the regular rate for that classification for the period of substitution.
- (b) When operationally feasible, substitution to a higher paying classification will be offered to employees in the next lower classification possessing the knowledge, skills, qualifications and ability required for the higher paying position, in order of seniority.
- (c) An employee temporarily substituting in, or performing the principal duties of a lower paying classification, at the Employer's request, will receive their normal rate of pay.

## 24.5 Meal Allowance

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

Breakfast	\$10
Lunch	\$15
Dinner	\$20

## 24.6 Travel Expenses

- (a) The Employer will pay reasonable travel expenses to the employee when they are doing business for the Employer locally. This includes, but is not limited to, bus fare and parking charges. It is understood that the employee must provide receipts.
- (b) Vehicle allowances for all distances travelled while on employer business will be paid to employees required to use their own vehicles in the performance of their duties. This does not include travel to and from work. Vehicle allowance will be 40¢ per kilometre.

## 24.7 Courses/Exams at the Request of the Employer

The Employer shall compensate employees for all the 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.

## 24.8 Daylight Savings Time

The parties agree that employees will be paid for actual hours worked when the time changes occur in the spring and the fall as follows:

- (a) In the spring, an employee normally working eight hours will work seven hours and be paid for seven hours.
- (b) In the fall, an employee normally working eight hours will work nine hours at straight-time.

## **ARTICLE 25 - GENERAL CONDITIONS**

### **25.1 Copies of Agreement**

The Union and the Employer desire that every employee be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union will print sufficient copies of the agreement for distribution to employees, and will provide ten copies for the use of management.

### **25.2 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.

### **25.3 Criminal/Civil Offences by Guests**

The Employer agrees that where there are reasonable grounds to believe a guest 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.

### **25.4 Volunteers**

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

### **25.5 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 a vacancy or in the layoff of such employees.
- (b) It is understood by both parties that the use of volunteers, student placements and work experience participants will not be considered contracting out.

## **ARTICLE 26 - CASUAL EMPLOYEES**

### **26.1 Casual Employee**

- (a) A casual employee is one who is employed:
  - (1) for relief purposes; and/or
  - (2) to cover temporary workload situations.
- (b) Casual employees will not be used in such a way that would reduce the number of regular full-time and/or regular part-time positions.

## 26.2 Casual Employee Probationary Period

- (a) For the first 488 hours or three calendar months of service with the Employer, a casual employee will be a probationary employee. The Employer, with notice to the Union, may extend the probationary period an additional three months for just cause.
- (b) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Clause 10.2 (Discipline, Suspension and Dismissal) of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

## 26.3 Provisions of the Collective Agreement

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

Article 13	Layoff and Recall
Clause 14.3	Work Schedules
Article 17	Statutory and Paid Holidays
Article 18	Vacation Entitlement
Article 19	Leaves of Absences
Article 20	Pregnancy, Parental and Adoption Leave
Article 22	Sick Leave
Article 23	Health and Welfare
Clause 24.4	Substitution Pay

## 26.4 Pay in Lieu

Regular part-time and casual employees will receive pay in lieu of vacation at 6% on each paycheque for casual shifts worked.

## 26.5 Casual Employee Availability

- (a) Casual employees will be called within the same classification by seniority, when no regular part-time employees are available.
- (b) By the end of the first week of the current month, casual employees will provide their availability for the following month to their supervisor or designate in writing. Such availability will include a minimum of three shifts. Casual employees will be called based on their stated availability. Casual employees who do not provide a reasonable explanation and refuse more than three shifts per calendar year will be deemed to have resigned. Part-time employees who do not provide a reasonable explanation and have refused more than three shifts in a calendar year will be removed from the casual call-in list.
- (c) Failure to provide availability as per (b) above, and/or non-availability for two full months, will result in casual and part-time employees being removed from the casual call-in list.
- (d) Once the schedule has been posted and casual assignments have been made, casual employees may revise their availability for the remaining shifts, which were not scheduled. Such submission will be

in writing to the Supervisor or designate responsible for scheduling, providing seven days' notice between the date of submission and the first amended date.

(e) The schedule and the availability will be posted by the first of the month.

#### **26.6 Shift Refusal**

(a) Any casual employee who accepts a shift is deemed responsible for the shift.

(b) It is understood that part-time and casual employees must be available for work on a consistent basis, outside of approved leaves or absence, in order to keep their place on the call-in list.

(c) If employees are ill, they will call in to temporarily remove their name from their indicated availability, and 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 of fitness to return to work.

(d) If a casual or part-time employee refuses or cancels an accepted shift or is unavailable during a period of indicated availability more than three times in six months, the employee shall be moved to the bottom of the call-in list. If a part-time employee refuses or cancels more than three times in six months, the employee shall be moved to the bottom of the call-in list.

### **ARTICLE 27 - TERMS OF AGREEMENT**

#### **27.1 Duration**

This agreement will be binding and remain in force and effective from October 3, 2017 to March 31, 2022. All provisions of the agreement are effective the date of ratification by both parties unless otherwise stated.

#### **27.2 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 will be deemed to have been given notice under this section on January 31, 2022, and thereupon Clause 27.3 (Commencement of Bargaining) applies.

(c) All notices on behalf of the Union will be given by the President of the Union and similar notices on behalf of the Employer will be given by the employer designate.

#### **27.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 27.3 (Commencement of Bargaining), the parties will, within 30 days after the notice was given, commence collective bargaining.

#### **27.4 Changes in Agreement**

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


27.5 Agreement to Continue in Force

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

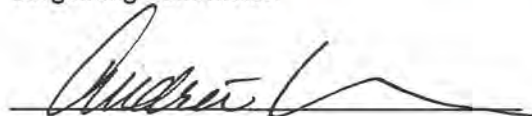
SIGNED ON BEHALF OF THE UNION:



Stephanie Smith  
President



Deborah Johnston  
Bargaining Committee



Andrea Voss  
Bargaining Committee




Selena Kongprecha  
Staff Representative

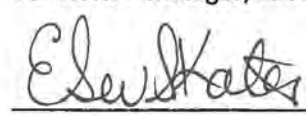
SIGNED ON BEHALF OF THE EMPLOYER:



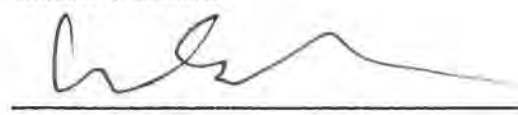
Josie Delpriore  
Territorial Director, Employee Relations



John Thompson  
Territorial Manager, Labour Relations



Emmy Skates  
Executive Director



Cristina Shneiter  
Residential Services Manager



Wendy Tupling Guest  
Divisional Director, Employee Relations

Dated this 13<sup>th</sup> day of February, 20 20.



#### APPENDIX A Casual Procedure

- (a) As per Clause 14.8 (Hours of Work - Part-Time Employees), part-time employees will be given the first option of filling casual vacancies, provided overtime does not result, and will be contacted in order of seniority.
- (b) Where part-time employees are not able to fill a vacancy, the Employer or designate will contact casual employees by telephone in order of seniority. Only those casual employees who have indicated availability will be contacted. The employee will confirm whether they want to be contacted by call or by text.
- (c) The employee will only be contacted once.
- (d) For calls, the telephone will be permitted to ring until answered or voicemail is reached. In the event of a busy signal or voicemail, the next employee on the list will be called. If the employee calls back within 10 minutes, and the shift has not been assigned, they will be assigned the shift. If they call back and the shift has been assigned, it will not be considered a refusal. If the call is not returned, it will be considered a refusal.
- (e) For text messages, a message will be sent and the employee will be given 10 minutes to respond. If the employee responds within 10 minutes, they will be assigned the shift. If they respond and the shift has been assigned, it will not be considered a refusal. If the employee does not respond, it will be considered a refusal.
- (f) All calls and texts will be recorded in a log book maintained for this purpose, which will indicate the name of the employee contacted, the specific shift and time of the vacancy, the time contact was made, and whether the employee accepts or declines or fails to respond. All entries will be signed by the person making the call.

#### APPENDIX B Definitions

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

"*Full-time Employee*" means an employee who is appointed to a regularly-scheduled position and is regularly scheduled to work 25 hours or more per week.

"*Part-time Employee*" means an employee who is appointed to a regularly-scheduled position and is regularly scheduled to work fewer than 25 hours per week.

"*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 casual employees, filling temporary assignments, which can be full or part-time assignments completing the staff model for a limited time period (e.g. Extreme Weather Shelter (EWS) employees and/or longer absences (e.g., pregnancy/parental leaves, long-term leaves of absence).

"*Guests*" means people who are receiving services, including emergency overnight accommodation. Guests shall not be considered employees for the purposes of this collective agreement.

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

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

"Volunteers" means members of the public 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.

#### APPENDIX C List of Arbitrators

Irene Holden  
Julie Nichols  
Chris Sullivan

#### APPENDIX D Wage Grid

Position	2% increase effective July 5, 2019		Increases effective January 1, 2020		1% increase effective April 1, 2021	
	Probation	Post- Probation	Probation	Post- Probation	Probation	Post- Probation
Cook	\$16.39	\$16.90	\$17.46	\$18.00	\$17.64	\$18.18
Family Services Coordinator	\$15.85	\$16.34	\$20.37	\$21.00	\$20.57	\$21.21
Fundraising Coordinator	\$18.83	\$19.41	\$21.34	\$22.00	\$21.55	\$22.22
Maintenance Worker	\$14.13	\$14.57	\$16.73	\$17.25	\$16.90	\$17.42
Opportunities Advisor	\$18.17	\$18.73	\$21.34	\$22.00	\$21.55	\$22.22
Receptionist	\$13.98	\$14.41	\$16.49	\$17.00	\$16.66	\$17.17
Residential Support Worker	\$16.82	\$17.34	\$19.40	\$20.00	\$19.59	\$20.20
Shelter Support Worker	\$16.82	\$17.34	\$19.40	\$20.00	\$19.59	\$20.20
Volunteer Coordinator	\$16.64	\$17.49	\$21.34	\$22.00	\$21.55	\$22.22

**Note:**

- The probation rate is 3% less than the post-probation rate.
- Lump sum payments will be paid to employees employed at date of ratification as follows:
  - \$750 for full-time employees, including relief shelter staff
  - \$500 for part-time employees
  - \$350 for casual employees
- Lead Hand premium of \$1 per hour for designated positions
- Grand-parented employees, whose current hourly rate is above what is noted in the Wage Grid, shall remain at their existing rate until the negotiated rate reaches their current rate of pay. Negotiated wage increases will be paid as a lump sum based on hours worked twice annually at September 1 and March 31.

**INFORMATION APPENDIX 1**  
**Re: Conversion Guide for 12 Hour Shifts**

Note: This guide is not a replacement for the collective agreement and is intended to be used solely to convert benefits set out in the collective agreement that are based upon a 8 hour paid workday or 40 hour paid workweek into the equivalent benefit for a 12-hour paid workday. For a full description of any benefit mentioned below employees should refer to the collective agreement, the provisions of which shall prevail in the event of any discrepancy with this guide. Casual employees should refer to Article 26 Casual Employees, to determine which provisions of the collective agreement apply/do not apply to their employment.

**Article 14 - Hours of Work and Scheduling:**

Each year there are 2080 work hours for a regular full-time employee (FTE):

- 8 hours per day x 5 days per week = 40 hours
- 40 hours per week x 52 weeks per year = 2080 hours per year

Each FTE is entitled to holiday pay of eight hours for each of the 12 paid holidays:

- 12 holidays X 8 hours holiday pay = 96 paid holiday hours per year

2080 hours/year minus 96 paid holiday hours/year = 1984 hours worked per year.

Relief Shelter staff work a continuous rotating schedule, four shifts on and four shifts off throughout the calendar year.

This rotating schedule would accrue overtime if worked for an entire calendar year. As a result, Relief Shelter staff must take a certain number of days off without pay ("*overtime days*" to limit their hours of work to 1984 [2080 including paid holidays]) to be scheduled in consultation with the staff.

**Clause 14.4 – Rest Periods and Clause 14.5 - Meal Periods**

There are two 30-minute meal breaks and three 15-minute rest breaks in each 12-hour shift. Based on the current schedules, all breaks are paid, and the break schedules will be set by mutual agreement.

**Article 17 – Statutory and Paid Holidays**

Each FTE must have 96 paid hours each year in lieu of scheduled time off for paid holidays. Accordingly, on every paid holiday every FTE receives 8 hours of straight-time pay, whether they worked the paid holiday or not.

In addition, any employee who works on a paid holiday is paid at time and one-half for the portion of the shift worked on that date. For example, if an employee works the night shift starting on the paid holiday, they shall be paid time and one-half from 7:00 p.m. to midnight (five hours) and straight-time from midnight to 7:00 a.m. (6 hours plus break).

The following have been designated as statutory holidays:

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

The following have been designated as non-statutory paid holidays:

Easter Monday  
Boxing Day

#### **Article 18 - Vacation**

All entitlements set out in the collective agreement are in respect of a eight-hour paid workday. To convert these entitlements into comparable entitlements for a 12-hour paid shift, you must first convert the number of days of vacation entitlement into hours by multiplying them by eight, and then divide that result by 12 (hours paid per shift).

Example:

- An employee who has one - six years of continuous service is entitled to 15 days of vacation. Multiply the vacation entitlement by eight to arrive at vacation hours:  
 $15 \text{ days} \times 8 \text{ hours/day} = 120 \text{ hours of paid vacation}$
- This figure is then divided by 12 to arrive at the number of shifts the employee is entitled to take:  
 $120 \text{ hours of paid vacation} / 12 \text{ hours/shift} = 10 \text{ shifts paid vacation}$

#### **Article 19 – Leaves of Absences**

##### **Clause 19.1 - Bereavement Leave**

In the case of bereavement for family members leave with pay is granted for up to five eight-hour days. This 40 hours equates to 3.33 12-hour shifts.

#### **Article 22 – Sick Leave**

##### **Clause 22.1 – Sick Leave**

Employees earn one day for every month worked to a maximum of 85 days. This is earned on the basis of eight hours per day, therefore we would convert one day into eight hours and multiply eight hours by 12 months in order to determine how much time can be taken towards sick leave.

$8 \text{ hours/day} \times 12 \text{ months} = 96 \text{ hours of paid sick leave earned each year}$