

**DRAFT**

**COLLECTIVE AGREEMENT**

**between**

**THE SALVATION ARMY PIDCOCK HOUSE**

**and the**

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

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

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

It is understood that the primary focus of the Employer's business is Christian mission and social services work delivered through a variety of unique services whose objectives are to support residents and clients in their growth and recovery as individuals, spiritually, mentally, physically, socially and economically within the guidelines of The Salvation Army's mission statement.

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

- (a) Recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
- (b) Provide and maintain working conditions, hours of work, wage rates and benefits;
- (c) Provide and maintain an orderly system for the promotion, transfer, layoff and recall of employees;
- (d) Provide and maintain a prompt, just and equitable procedure for the disposition of grievances; and
- (e) 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 shall take precedence over the said policy or rule.

### 1.3 Human Rights Code

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

### 1.4 Future Legislation

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

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Services Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on November 8, 2017 applies.

### 2.2 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
  - (1) by mutual agreement between the parties; or
  - (2) by virtue of a decision by the Labour Relations Board of British Columbia.

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

### **2.4 No Other Agreement**

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

### **2.5 No Discrimination for Union Activity**

- (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
- (b) It is understood that union activity will not interfere with an employee's obligations and responsibilities to the Employer except as explicitly outlined in this agreement or specifically authorized by the Employer.

### **2.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to appoint a minimum of two stewards to represent employees. It is further recognized that employees have the right to choose which steward they wish to have represent them, providing this will not result in undue delay. It is understood that where it is a matter of urgency (including but not limited to) an allegation of theft, abuse or acts of violence the first available steward shall be used.
- (b) The Union agrees to provide the Employer through fax or email with an up-to-date list of the employees designated as stewards.
- (c) In performing their duties, stewards will:
- (1) obtain the permission of the immediate supervisor before performing or leaving their duties to perform duties as a steward. Such permission shall not be unreasonably withheld;
  - (2) make every endeavour to complete their business in as short a time as possible;
  - (3) upon resuming normal duties, the steward shall notify the immediate supervisor;
  - (4) not interrupt the normal operations of the workplace or disrupt employees from their work responsibilities without the permission of the Employer or employer designate.
- (d) A steward shall be granted time away from work activities with regular pay for the following duties:
- (1) investigation of complaints or grievances of an urgent nature where a delay until off work hours would be prejudicial to the affected employee(s);
  - (2) accompanying an employee whom the steward represents, when requested by the employee, to a meeting called by the Employer, where disciplinary action is anticipated;

- (3) presenting a complaint or grievance to the Employer in accordance with Article 8;
- (4) supervision of ballot boxes and related functions during ratification votes; and
- (5) attending meetings at the request of the Employer.

(e) The Employer agrees that stewards will be permitted, with prior arrangement, reasonable use of the Employer's telephone/facsimile equipment at no cost to the Employer.

## **2.7 Bulletin Boards**

The Employer agrees to provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The parties may, at the local level, mutually agree upon additional method(s) of notifying employees of union business.

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

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

## **2.9 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. Such insignia shall not be accompanied by a partisan political or anti-employer statement.
- (b) The Union will furnish union shop cards to the Employer to be publicly displayed on the Employer's premises. Such cards will remain the property of the Union and shall be surrendered upon demand.

## **2.10 Time Off for Union Business**

- (a) Subject to operational requirements and with reasonable written notice, leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to three employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee and negotiations of the collective agreement;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
  - (5) to stewards to maintain bulletin boards and binders.
- (b) Subject to operational requirements and with reasonable written notice, leave of absence without pay and without loss of seniority will be granted:
  - (1) for employees elected for a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of three years;

- (3) for an employee elected to a position with the BC Federation of Labour, Canadian Labour Congress or any similar body to which the Union is affiliated for a period of one year and the leave may be renewed upon request. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (c) To facilitate the administration of this clause when leave without pay is granted, and the Union has approved payment, the leave shall be given with basic pay and the Union shall reimburse the Employer for all related salary and benefits costs, including travel time incurred. The Union will endeavour to pay submitted invoices within 30 days of receipt.
- (d) Where possible, the Union shall provide the Employer with reasonable notice of not less than 30 days prior to the commencement of leaves under Clause 2.10(b), and not less than 14 days prior to commencement of other leaves under this clause.

### ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to November 8, 2017, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired into bargaining unit positions on or after November 8, 2017, shall, as a condition of continued employment become members of the Union and maintain such membership, unless exemption on the basis of religious objection is granted by the Labour Relations Board, as per Article 17 of the *Labour Relations Code* of British Columbia.

### 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 the 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 shall be considered as owing in the period for which they are so deducted.
- (e) All deductions shall be remitted to the Union by direct deposit no later than 28 days following the end of the month in which the deduction was made, and the Employer shall also provide the following information for each employee:
- (1) employee surname and first name;
  - (2) job classification;
  - (3) gross pay;
  - (4) dues amount deducted.
- (f) The above information will be sent to the Union by email.
- (g) Before the Employer is obliged to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the

Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(h) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(i) As a condition of continued employment, an employee in a bargaining unit position, shall complete an authorization form supplied by the Union providing for the deduction from the employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(j) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(k) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

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

#### **ARTICLE 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 Article 3-Union Security and Article 4-Check-Off and Union Dues.

(b) The Employer (on behalf of the Union) will provide all new bargaining unit employees with:

- (1) an authorization form for union dues check-off, as supplied by the Union; and
- (2) a union membership application form, as supplied by the Union.

(c) The stewards will be given an opportunity to meet with each new employee during regular working hours, where possible, for 15 minutes sometime during the first 15 days of employment. The time away is to be approved by the steward's and the new employee's supervisors prior to the meeting.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

The Union recognizes, that the management and the 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 policies, 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 jobs, schedules of provisions, 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 Union and Employer Representation

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

### 7.2 Union Representatives

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

(b) 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/Management Committee

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

(1) The parties agree to establish a union/management committee composed of two union representatives appointed by the Union and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives on the Committee.

#### (b) *Meetings*

(1) The Committee shall meet at the call of either party at a mutually agreeable time and place and at a minimum quarterly. Every effort will be made to schedule meetings within regular hours.

(2) Employees attending committee meetings shall be paid at straight-time.

#### (c) *Chair*

(1) An employer representative and a union representative shall alternate in presiding over the meetings.

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

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

(2) The Committee will have the power to make recommendations to the parties on the following:

- (i) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (ii) Correcting conditions causing misunderstandings;
- (iii) Dealing with matters referred to in this agreement.

(e) *Minutes*

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

## ARTICLE 8 - COMPLAINT AND 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 bound by this agreement.

(b) It is the mutual agreement of the parties that such real differences shall be resolved as quickly as possible and to resolve the real substance of the matter of difference.

(c) The procedure for resolving such a difference shall be the procedure in this article.

(d) Where the employee involved in this procedure is a steward, they shall not, where possible, act as a steward in respect of their own process, but shall do so through another steward or a union staff representative.

(e) All grievances shall be treated in a confidential manner.

### 8.2 Step 1 – Complaint Step

In the first step of the grievance procedure, every reasonable effort shall be made to settle the issue as soon as possible with the employee's immediate supervisor or designate through informal discussion. Employees will have the right to have a steward present at such a discussion. If the issue 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, 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, 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 the remedy sought; 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**

- (a) Within 14 calendar days of receiving the grievance at Step 2, the union steward and the employee's supervisor or designate may meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. Any such resolution must be without prejudice. This meeting may only be waived by mutual agreement.
- (b) The employee's supervisor (or designate) shall reply in writing to the union staff representative regarding an employee's grievance within seven calendar days of the above noted meeting with the union steward or, if the meeting is waived, within seven calendar days of the date the parties agreed to waive the meeting.

#### **8.6 Step 3**

The union steward or staff representative may present, or meet with the employer designate to discuss, the grievance and the proposed remedy at Step 3:

- (a) within 14 calendar days after the Step 2 decision has been conveyed to them, by the employee's supervisor (or designate); or
- (b) within 14 calendar days after the employee's supervisor's (or designator's) reply was due.

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

The employer designate will respond in writing to the Union within 14 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 designate's decision has been received, or
- (b) 30 calendar days after the employer designate's decision was due.

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

In the case of a dispute arising from an employee's dismissal or suspension without pay for more than 20 days, the Employer or designate shall meet with the employee and the union representative in an effort to resolve the dispute.

- (a) The meeting shall take place within 14 calendar days of the dismissal or suspension.
- (b) Any resolution agreed by the parties (i.e., union staff representative and the employer designate) shall be in writing.
- (c) If the matter is not resolved as a result of the meeting, the Union may submit a grievance directly to arbitration, as set out in Article 9.

### 8.10 Policy Grievance

- (a) Where a dispute involving the application, interpretation, or alleged violation of a provision occurs, both parties have the right to file a grievance at Step 2 of the grievance procedure within 30 calendar days of becoming aware of the matter in dispute.
- (b) Where no satisfactory agreement is reached through Step 2 and 3 of the grievance procedure, either party may submit the dispute to arbitration, following the timelines and requirements set out in Article 8 and 9.

### 8.11 Time Limits

The parties agree that the time limits identified in this article are mandatory and not merely advisory. Time limits in this grievance procedure may only be altered by mutual consent of the parties.

### 8.12 Deviation from the Grievance Procedure

The Employer agrees that, after a grievance has been 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.

### 8.13 Technical Objections

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

### 8.14 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the employer designate presenting the grievance to the President of the Union or designate within 14 calendar days of becoming aware of the circumstances giving rise to the grievance, stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy sought.

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

- (a) 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, notify the other party of its desire to submit the difference to arbitration as per Clause 8.8.
- (b) All referrals to arbitration shall be by email, certified mail, facsimile or courier.

### 9.2 Assignment 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 shall assign an arbitrator from the mutually agreed upon list of arbitrators or a mutually agreed upon substitute.
- (b) The parties shall agree upon a list of arbitrators, which shall be appended to this agreement (see Appendix B). An arbitrator may be removed from or added to the list by mutual agreement.

(c) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

### **9.3 Arbitration Procedure**

(a) The Arbitrator must have regard to the real substance of the matters in dispute and the respective merit of the positions of the parties to it under the terms of the collective agreement.

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

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

The decision of the Arbitrator shall 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 shall make every effort to do within seven calendar days.

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

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

### **9.7 Amending Time Limits**

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

### **9.8 Witness**

(a) At any stage of the grievance or arbitration process, the parties may have the assistance of the employee(s) concerned as witnesses and any other relevant witnesses.

(b) Where the Union requires the attendance of an employee to appear as a witness at an arbitration hearing, this will be communicated in advance to their immediate supervisor for scheduling purposes, and the employee's basic pay for the applicable period will be at the Union's expense. All reasonable arrangements will be made to permit the Arbitrator(s) to have supervised access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL**

### **10.1 Just Cause**

(a) An employee may be disciplined, suspended or dismissed for just and proper cause by the Employer.

(b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.

(c) Notice of dismissal or discipline shall be in writing and shall set forth the reasons for the dismissal or discipline.

### **10.2 Suspension and Dismissal**

All dismissals and suspensions will be subject to the grievance procedure under Article 8.

One copy of the written notice of dismissal or suspension shall be forwarded to both the union steward and union staff representative by facsimile, courier, email or hand-delivery within one business day of the action being taken.

### **10.3 Right to Grieve Other Disciplinary Matters**

- (a) Employees will be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action.
- (b) 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.

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

An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. The employee will be notified in advance of the purpose of the interview and of the employee's right to have a steward present, providing that this does not result in an undue delay of the appropriated action being taken. The employee has the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken.

- (a) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward present, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **10.5 Abandonment of Position**

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

### **10.6 Removal of Disciplinary Documents**

Upon the request of the employee, all record of any disciplinary action taken by the Employer will, with the exception of suspensions, be removed from the employee's file and destroyed 24 months after the date of the incident.

Record of suspensions will remain on file for a period of 24 months following the expiry of suspension, provided that no further disciplinary action has occurred within the intervening period.

### **10.7 Personnel File**

- (a) Employees (and/or their authorized union representative) may review their own personnel file in the presence of the Employer in the office in which the file is normally kept, with seven calendar days advance written notice. Copies may be made of any documents in the employee's file at a cost to the employee of 10¢ per single sided sheet.
- (b) The personnel file will not be made public or shown to any other individual without the employee's written consent, except in the operation of the employer's business and/or for the purposes of the proper application of this agreement.

**ARTICLE 11 - SENIORITY****11.1 Seniority Defined**

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate based on straight-time hours since the most recent date of employment with the Employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent (reflective of the employee's regular schedule of hours) on approved:
- (1) paid holidays;
  - (2) paid vacation;
  - (3) leave during which time an employee is in receipt of wage-loss benefits from the WorkSafeBC pursuant to Sections 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 WorkSafeBC benefits other than wage-loss benefits pursuant to Sections 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 sick benefits;
  - (6) union leave;
  - (7) maternity, parental and adoption leave;
  - (8) other approved paid leaves of absence.

**11.2 Seniority List**

The Employer will provide the Union with a current service seniority list of employees annually in June.

**11.3 Loss of Seniority**

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

- (a) the employee is dismissed with just cause;
- (b) the employee voluntarily resigns their employment, and such resignation is put in writing as required by the Employer;
- (c) the employee abandons his/her position (as per Clause 10.5);
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work from layoff within seven calendar days of recall after being notified by registered mail 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;
- (f) if they fail to report for work upon termination of an authorized leave of absence unless they can give an acceptable reason to the Employer for the absence.

#### 11.4 Re-Employment

A regular employee who voluntarily resigns their employment and within 60 days is re-hired as regular employees will retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

#### 11.5 Bridging of Service

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed through standard posting and recruitment processes, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least two years of service at the time of termination;
- (b) the written resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than three years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period of re-employment;
- (e) the existing benefit policy conditions shall apply.

### ARTICLE 12 - VACANCIES AND JOB POSTINGS

#### 12.1 Definition

A vacancy which requires a job posting occurs when:

- (a) A position is to be filled for more than three months;
- (b) An employee permanently leaves their position; or
- (c) A new position is created

#### 12.2 Temporary Appointments

The Employer may fill positions that are temporarily vacant due to extended leaves of absences, or during the posting and interview phase of the permanent filling of such positions. Where it is known that the appointment will exceed three months, it shall be posted in accordance with Clause 12.3 below.

#### 12.3 Posting Process

- (a) *Postings*

Consistent with current practice, postings will include a summary of the job description, the required qualifications, and the rotational nature of shifts, the commencement date and the wage rate pursuant to Appendix C of the collective agreement.

- (b) *Notice of Vacancy*

The Employer will post a notice of vacancy for a period of seven business days. The Employer may advertise externally concurrent with the seven business day posting period, provided internal applicants are given first consideration.

(c) *Selection Criteria*

In the filling of vacancies, new positions or promotions, appointments will be made to the employee with the required qualifications, experience, skill, ability as assessed in the performance appraisal, and availability. Where such requirements are equal, seniority will be the determining factor.

#### **12.4 Notice to Interviewees**

All interviewees for posted vacancies within the bargaining unit will be informed of the employer's decision.

(a) Where an employee within the bargaining unit is not appointed to fill the vacancy or new position, they will be given, upon request, an explanation as to why their application was not successful. The request for reasons must be made within seven calendar days of becoming aware that the employee is not the successful candidate. The Employer will provide such reasons within a further 14 calendar days.

(b) Where an unsuccessful candidate feels they were not fairly considered, a grievance may be filed at Step 1 as per Clause 8.2 within seven calendar days of receipt of the written reasons, outlined in (a) above.

(c) Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

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

(a) For the first three calendar months of full-time continuous service with the Employer, an employee shall be a probationary employee. The probationary period for part-time employees and casuals will be 485 hours or a six calendar month period, whichever occurs first.

(b) The probationary period may be extended up to a maximum of three calendar months (prorated for part-time employees). The Employer shall provide the Union with a copy of the letter stating the reasons for extending the probationary period.

(c) During the probationary period, an employee may be terminated on the basis of a fair and proper assessment of his/her suitability, (which includes proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description).

(d) Upon successful completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

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

(a) If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on a trial period of 485 hours.

(b) Conditional on satisfactory service (which includes, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the employee shall be confirmed in the position after that period.

(c) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be placed in an equivalent vacant position and will have the ability to exercise their rights under Article 13-Layoff should there be no vacancy. Any other employees affected by the above will follow the same procedure as outlined.

- (d) The trial period may be waived by mutual agreement between the Union and the Employer.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Notice to Union

- (a) When the Employer deems it necessary to reduce the workforce, the Employer shall advise the Union of the need for layoffs.
- (b) In the event of a layoff, the employees shall be laid off in reverse order of seniority within a classification as per Clause 13.4.
- (c) The Employer will advise the Union and employees of the number of individuals in each classification likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvas.

### 13.2 Advance Notice

The Employer shall notify employees who are to be laid off 30 calendar days prior to the effective date of layoff. It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (i.e. fire, flood, medical closure, etc.).

### 13.3 No New Employee

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

### 13.4 Pre-Layoff Canvas

When a reduction of workforce is required, the Employer may attempt to adjust staffing levels through attrition first. Prior to the layoff of regular employee(s) the Employer may canvas any employee or group of employees to invite:

- (1) return to their former classification/position with no loss of seniority (for those who recently transferred into the classification facing layoff);
- (2) placement into a vacant regular position;
- (3) placement on the casual call-in and recall lists with no loss of seniority;
- (4) resignation with severance as per the following table:

3 months to 1 year service	1 week's pay
More than 1 year of service	2 weeks' pay, plus one additional week of pay for each completed year of service to a maximum of 8 weeks of pay

Employees who have elected to be placed on a recall list will indicate the equal or lower paid classifications for which they wish to be recalled, provided the employee being recalled has the knowledge, qualifications, skills, availability and ability required in the selected position. Employees will be recalled into the selected positions in order of seniority. Laid off employees may remain on the recall list without loss of seniority as provided in Article 11.3 for a period of one year, after which the employee shall lose seniority and be terminated.

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

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

### **13.5 Layoff Options**

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

- (a) bumping as provided for in Clause 13.6;
- (b) placement on the casual call-in list and on the recall list with no loss of seniority as provided for in Clause 13.4, for a period of one year;
- (c) severance pay as per ESA standard.

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

(b) The employee will be placed on a trial period not to exceed 485 hours. Conditional upon satisfactory service (which includes, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the employee shall be confirmed in the position after that period. If the employee is not confirmed in the position, the employee will not have the right to further bumping and shall within seven 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 13.4; or
- (2) severance pay as per the table described in Article 13.4(4).

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

### **14.1 Hours of Operation**

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

### **14.2 Additional Hours for Part-Time Employees**

(a) Pursuant to MOU 1-Casual Addendum, full-time and/or part-time employees working fewer than 40 hours weekly may register in writing to the Manager for additional hours/casual work in their classification which they are qualified, to perform a maximum of 40 hours, provided it will not result in overtime pay. The call in procedure will apply. Full-time and/or part-time employees will be called prior

to casuals in order of seniority. These hours will be credited to regular seniority. It is understood that the call in procedure will only apply to additional shifts and not the employee's regularly scheduled shifts.

(b) If the regular employee is already scheduled for work on the day of the casual vacancy, the regular employee is deemed unavailable for the casual shift. If the acceptance of the casual shift will incur overtime for the part-time employee, the employee is deemed unavailable for that shift.

Shifts will not be assigned if overtime will be incurred. In such cases overtime will be offered pursuant to Clause 16.5-Sharing of Overtime.

(c) Any regular employee on the casual registry who accepts a casual shift is deemed responsible for that shift. If an accepted shift(s) is cancelled more than two times in two calendar months, the regular employee's name will be removed from the casual register.

### 14.3 Work Schedules

(a) Schedules for a minimum of four weeks will be posted on worksite bulletin boards, providing a minimum of 14 days' advance notice. Schedules will also be emailed to employees with the understanding that the bulletin board is the official site for schedules.

(b) *Work Attendance Requirements*

It is understood that employees are responsible to verify their work schedule and:

(1) Report for work when scheduled, except for legitimate absences as approved by their Supervisor;

(2) Ensure absences, such as vacation, leave of absence, medical/dental appointment absence, etc., are pre-authorized; and

(3) Inform the immediate Supervisor or designate in advance of their scheduled shift, of their inability to attend work when scheduled and the reason for not attending.

(c) The parties recognize that schedules may need to be altered. The Employer will provide as much notice as possible of a change in an employee's shift schedule.

(d) Employees whose schedules are changed without the advance notice specified in (b) above cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first week of the new schedule.

(e) Employees shall be entitled to exercise seniority in the selection of days of work and shifts within a classification. Such selection shall be made only upon the creation of a new shift or a shift becoming vacant.

(f) *Extended Shift Schedules*

(1) The parties agree that extended schedules may be established at Pidcock House allowing for extended shifts with all hours being paid at straight-time, including a one-half hour paid lunch break.

(2) For all hours worked in excess of 12 hours and/or the biweekly hours of work of 80 hours, the overtime rate of two times the hourly rate shall apply.

### 14.4 Days of Rest

(a) All shift schedules established by the Employer shall provide each employee with at least two days

of rest each week. The Employer shall make every effort to schedule such days of rest consecutively.

(b) Notwithstanding the above, employees may request in writing to be scheduled up to six days in a week so as to pick up additional hours to a maximum as per Clause 14.2(a).

#### **14.5 Meal Breaks**

(a) All shifts over five hours include an unpaid one-half hour meal break as close as possible to the middle of the shift. Employees required to perform work (or remain on site) during their scheduled meal break shall have their meal break rescheduled, subject to operational requirements. If the break cannot be rescheduled, the employee shall be compensated for the break at the straight-time rate.

(b) For employees who are required to stay on site and be available during the meal period, the meal period will be paid at straight-time.

#### **14.6 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.

(b) Rest periods will include "smoke breaks" and will be 15 minutes. For each work period in excess of seven hours, one rest period with pay will be taken before and one after the meal period. Employees working more than three hours shall receive one 15-minute break with pay.

#### **14.7 Minimum Daily Pay**

(a) The Employer shall pay the employees a minimum of two hours' pay at their regular rate of pay upon reporting to work as required by the Employer.

(b) Notwithstanding (a) above, employees required to attend staff meetings at their worksite on a non-scheduled day shall be paid at straight-time rates for the duration of the meeting or a minimum of two hours, whichever is greater.

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

#### **15.1 New Classifications**

Any new classifications may be established at the sole discretion of the Employer.

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

Where a new or substantially altered job classification covered by this agreement is introduced, the proposed wage rate and job description shall be given to the Union. Job Descriptions presented to the Union shall become the recognized job descriptions unless grieved by the Union within 60 calendar days of presentation.

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

- (a) the job description accurately describes the type of duties and level of responsibilities;
- (b) the job is properly remunerated in relation to the existing wage schedule; and
- (c) any qualifications established for the job are relevant and reasonable.

### 15.3 Wage Rates

Wage rates for any new classification shall be negotiated between the Employer and the Union. If negotiations fail to produce an agreement, the rates shall be referred to mediation to assist both parties work towards an agreement.

If the Union is still not in agreement with the Employer's wage rate the Union's position may be advanced through the grievance and arbitration articles of this agreement.

If the classification and/or wage rate established by the Employer for the new or changed position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

## ARTICLE 16 - OVERTIME

### 16.1 Extra Hours

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-time or casual employees who have previously indicated their desire for extra hours.

### 16.2 Overtime

If having followed 16.1 overtime work becomes necessary, such work will be offered, pursuant to Clause 16.5, to qualified employees, provided they have previously indicated their desire for extra hours. In the event that no employee agrees to work voluntarily, the most junior regular employee will be required to work. The Employer will not make overtime mandatory unless operationally necessary.

### 16.3 Authorization

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.

### 16.4 Overtime Compensation

Except for Clause 14.3(f):

- (a) All daily hours worked in excess of eight hours in any one shift shall be paid at one and one-half times the hourly rate and two times the hourly rate for all hours worked in excess of 12 hours.
- (b) All weekly hours worked in excess of 40 hours each week shall be paid at one and one-half times the hourly rate and two times the hourly rate for all hours worked in excess of 48 hours, but excluding daily overtime hours.

### 16.5 Sharing of Overtime

Overtime offers will be offered equitably to qualified employees who have expressed a desire to work overtime considering their availability location and potential of additional expense to the Employer, except in cases of emergency.

Should an individual be bypassed in error, such employee will be offered the next available overtime opportunity.

## 16.6 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever hours are greater.

## ARTICLE 17 - STATUTORY AND PAID HOLIDAYS

### 17.1 Statutory Holidays

- (a) The following have been recognized as statutory holidays:

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

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

Easter Monday	Boxing Day
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This benefit applies to employees with a minimum of 30 days' service who have worked 15 days in the 30 days immediately preceding the statutory holiday.

### 17.2 Substituting a Day Off

The Employer may at its discretion for one or more employees substitute another day off for a statutory holiday if the parties agree to the substitution. An employee who works on the day identified in (a) will be covered by the same provisions as under Clause 17.4.

### 17.3 Holiday Coinciding with a Day of Vacation

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

### 17.4 Payment for a Statutory Holiday

A regular employee who works on a statutory holiday will receive an average day's pay as well as:

- (a) one and one-half times the employee's regular wage for the time worked up to 12 hours, and
- (b) double the employee's regular wage for any time worked over 12 hours.

### 17.5 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the employee shall be entitled to the equivalent cash compensation or the average of their regular daily hours off with pay in lieu of the holiday, such lieu day will be used within the next pay period.

## ARTICLE 18 - VACATION

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

### 18.1 Vacation Entitlement

#### (a) Regular Employees

Based on the employee's normal workweek, employees are entitled to vacation with pay as set out in the chart below. Vacation time may be a combination of paid and unpaid days, depending on (a) the amounts accrued because of a partial year or (b) because of unpaid absences in the previous year.

Completed full calendar year's service (as of December 31st)	Vacation Earned	Vacation Pay	Prorated (Days per Month) to be taken in the next calendar year
Upon immediate hire (first calendar year of employment)	Two weeks	4%	1.00
One to six years	Three weeks	6%	1.25
Seven to 13 years	Four weeks	8%	1.66
14 or more years	Five Weeks	10%	2.08

(b) Casuals shall receive a percentage amount in lieu of vacation to be paid out on each paycheque.

### 18.2 Vacation Scheduling

(a) Vacations will be taken before the end of the calendar year without carryover. Vacation may be taken any time during the calendar year. Subject to operational requirements, employees may use a vacation choice from the upcoming year to adjoin the current year. The scheduling of vacation must be mutually agreed by the employee and employer designate. This request for the future year vacation shall be considered as the employee's first vacation choice for the new year.

(b) Vacation schedules shall be posted for staff application between January 1<sup>st</sup> - January 31<sup>st</sup> of each year within each work area, and the completed schedule shall be approved and posted by February 15<sup>th</sup>.

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

(d) Vacations shall be granted on the basis of service seniority within the shelter. Employees who fail to submit their vacation bid by January 31<sup>st</sup> will not be entitled to exercise their rights in respect to any vacation time previously selected by an employee with less seniority. Such employees will not be entitled to use seniority in respect to any vacation time previously selected by an employee with less seniority.

(e) In the first round of vacation selection, employees shall be permitted to use their weeks of entitlement in an unbroken period, subject to the vacation choice of more senior employees. Employees who decide to break their entitlement into more than one unbroken period, will be entitled to use their seniority for only one such unbroken period in a calendar year.

(f) Employee vacation selections submitted after January 31<sup>st</sup> will be considered on a first-come, first-serve basis.

(g) Changes requested in selected vacation periods shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees without the agreement of those employees.

(h) Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.

### 18.3 Vacation Credits Upon Death

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

#### **18.4 Vacation Credits Upon Termination**

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

#### **18.5 Bereavement Leave During Vacation**

When an employee is qualified for bereavement leave during the employee's vacation period, there will be no deduction from the vacation credits for such leave. The employee may be requested to provide proof of bereavement. The vacation period so displaced will be scheduled at a mutually agreeable time.

### **ARTICLE 19 - CAREER DEVELOPMENT**

#### **19.1 Evaluation of Performance**

The Employer will review each employee's overall work performance prior to the end of their probationary period. Performance review/coaching discussions take place up to three times during the year, including an end of year annual review and goal setting meeting. The supervisor conducting the review will first of all give the employee an opportunity to read the written review. The supervisor and the employee will meet to discuss the evaluation shortly thereafter. The supervisor will give the employee the opportunity to write personal comments on the evaluation form

#### **19.2 Courses/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer. Wherever possible, contingent upon operational requirements, course attendance will be scheduled to occur during regular working hours. Where an employee is required to attend outside of regular scheduled hours, straight-time pay will apply for the hours in attendance.

#### **19.3 In-Service Education**

- (a) Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages. At the employee's request, the Employer will continue to endeavour to replace employees for all or part of a shift abutting mandatory in-service education seminars.
- (b) Where the in-service education takes place outside of the employee's regularly scheduled work hours or days, and attendance is voluntary, the employee will not be paid.

#### **19.4 Criminal Record Check**

Where existing employees are required to obtain a criminal record check, the costs in obtaining the record check shall be borne by the Employer. Where new hires are required to obtain an initial criminal record check the costs in obtaining the record check shall be borne by the employee. The cost of renewal of the forms for all employees shall be borne by the Employer. A copy of the record check shall be kept on the employee's personnel file.

### **ARTICLE 20 - LEAVE OF ABSENCE WITH OR WITHOUT PAY**

#### **20.1 General Leave of Absence Without Pay**

Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Request for such leave shall be in writing with at least two weeks notice, except in cases of emergency.

## 20.2 Sick Leave

- (a) Sick leave with pay is payable only because of legitimate personal illness or injury of the employee, and employees who are absent from work because of sickness may be required to prove sickness.

Should the legitimacy of the employee's claim to sick leave be in question because of circumstances that appear to contradict the sickness, the employee will provide a doctor's note or medical certificate at their expense.

When an employee has not provided a doctor's note or certificate of medical absence as requested by the Employer within five working days of return to work, they will be considered as ineligible for sick leave.

- (b) *Medical Confirmation*

The Employer may require a doctor's medical report at the employee's expense supporting the absence where the employee has been absent for two or more consecutive days of work or where it appears that a pattern of consistent or frequent absence from work is developing.

## 20.3 Employee Responsibilities

The employee shall inform their immediate supervisor as soon as possible in advance of the scheduled shift of an inability to work because of personal illness or injury. The employee shall inform the Employer of the date of return to duty, in advance, for scheduling purposes. In the case of return from long-term sick leave absences, a minimum of two weeks' advance notice would ordinarily be required.

## 20.4 Sick Leave Credits Accumulation

- (a) Regular full-time employees who have completed their probationary period shall accumulate sick leave credits on the basis of one day per month, to a maximum of 85 days. All sick leave credits are cancelled when an employee terminates their employment.
- (b) For regular part-time employees, sick leave credits are based on the accumulation of one day of credit for each 22 days of work.
- (c) Sick leave pay shall be based on the regularly-scheduled workday.

## 20.5 Duration of Sick Leave

In no case shall sick leave for any one absence exceed a period of 85 days. When the provisions of this benefit have been exhausted, employees have access to Long-Term Disability Plan benefits if they qualify.

## 20.6 Bereavement Leave

In the event of the death of an employee's parent, sister, brother, mother-in-law, father-in-law, grandchild, the employee will, at the time of death, be entitled to be absent from work for three working days with pay.

In the event of the death of the employee's spouse or child, the employee will, at the time of death, be entitled to be absent from work for five days with pay.

If requested at the time of application or in a reasonable time thereafter, the employee will provide reasonable documentation in support of any claim for bereavement leave.

## 20.7 Jury Duty

Regular employees, who are required to serve as jurors in any provincial or federal court, provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without

loss of regular pay and benefits for the duration of the court duty less any fee received. Employees are responsible to provide the Employer with verification of jury duty fees received.

Such employees will be responsible for keeping the Employer informed of the anticipated length of absence.

### **20.8 Family Responsibility Leave**

As per the *Employment Standards Act*, an employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's family.

### **20.9 Elections**

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

### **20.10 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 26 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 20.1-General Leave, for the first eight weeks, there will be no change to eligibility for benefits provided for under Article 23—Health and Welfare. The Employer shall continue to make payments to Health and Welfare plans in the same manner as if the employee were not absent, where the employee elects to pay their share of the cost of the plans.

### **20.11 Medical Appointments**

Twice in each calendar year, if an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment that cannot be scheduled in off-work hours, provided that they have been given prior authorization by the Employer, such absence will be neither charged against the employee's accumulated sick leave, nor will the employee suffer any loss of income. Such absences will not normally exceed two hours during a regular workday and will total no more than four hours in a calendar year. Employees may be required to submit satisfactory proof of appointments.

## **ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **21.1 Maternity Leave**

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of 69 consecutive weeks or for a shorter period as requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give notice of at least four weeks prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Employees taking leave under Clause 21.1 or 21.2 are required to outline, in writing to the Employer, the proposed date of return from leave at the start of the leave. In the event plans change, written notice of at least 21 days is required. Regardless of the date of commencement of the leave of absence taken under Clause 21.1(a), the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.

(d) A request for shorter period under Subsection (c) shall be given in writing to the Employer at least 21 days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate from a medical practitioner stating that the employee is able to resume work.

(e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

(f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension, without pay, not to exceed a total of six additional consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity of the leave.

### **21.2 Parental Leave**

(a) Upon written request an employee shall be entitled to parental leave of up to 61 consecutive weeks (35 weeks for the birth mother) without pay or a shorter period if the employee requests.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 61 weeks parental leave between them.

(c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 21.1(b). In the case of adoption the employee shall also provide a letter from the agency that placed the child, providing evidence of the adoption.

(d) Parental leave shall commence:

(1) in the case of a birth mother, immediately following the end of the maternity leave taken under Clause 21.1, unless the Employer and employee agree otherwise;

(2) in the case of a father following the birth of the child and within the 52-week period after the birth date; and

(3) in the case of an adopting parent following the adoption of the child and within the 52-week period after the date the adopted child comes into the actual care and custody of the parent.

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

### **21.3 Employment Deemed Continuous**

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

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

#### **21.4 Reinstatement**

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

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Subsection 21.4(a).

#### **21.5 Sick Leave Credits**

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

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

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

#### **22.1 Statutory Compliance**

A worker health and safety representative will be designed in the workplace.

#### **22.2 Joint Occupational Health and Safety Meetings**

(a) The parties agree that a Joint Occupational Health and Safety meeting will be held at regular intervals during normal working hours whenever possible. Such meetings will involve the employer representative and the employee representative.

(b) The topics of discussion will include recommendations to the parties regarding safety and health matters, and monitoring and assessing workplace safety and health training programs for employees.

(c) The employer and union co-chairs will alternate in presiding over the meeting and in transcribing minutes.

(d) Minutes of the meetings will be recorded in a mutually agreeable format and copies will be forwarded to the parties and posted on bulletin board(s).

(e) Once quarterly, the Pidcock worker health and safety representative may attend the Comox Valley Joint Occupational Health and Safety committee meeting.

#### **22.3 No Loss of Pay**

Employee representatives will not suffer any loss of basic pay for the time spent attending such meetings, job site inspections or accident investigation in accordance with the Occupational Health and Safety Regulations.

## **22.4 Training**

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

## **22.5 Critical Incidents**

Employees requiring assistance in dealing with critical incidents will have access to the Employee and Family Assistance Program.

## **22.6 Right to Refuse Unsafe Work**

The parties understand that employees have the right to refuse unsafe work pursuant to the provisions of Article 3.12 of Worker's Compensation Occupational Health and Safety Regulations.

## **22.7 Prevention of Workplace Harassment**

- (a) The parties recognize the right of employees to work in an environment free from harassment and shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.
- (b) Harassment is defined as actions that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work purpose. 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.
- (c) The Employer agrees to maintain its policy containing definitions and prevention of harassment in the workplace, and the associated training.

## **22.8 Complaint Procedure**

- (a) A harassment complaint is not a grievance. The complainant may follow the complaint process outlined in the policy or the complaint process outlines below as agreed to by the parties. If the complainant and/or respondent is a member of the bargaining unit they will 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, or union steward or 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 will 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, included separating the complainant and respondent.

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

### **23.1 Basic Medical Insurance**

All regular permanent employees whether full-time or part-time, who work regularly 25 hours per week, may choose to be covered by the British Columbia Medical Plan Benefits following completion of

probation and premium rate shall 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

The current practice of the Employer with regard to the Extended Health Care Plan, the Dental Plan, and the Group Life Plans outlined in The Salvation Army Employee Benefit Plan Brochure shall continue for the term of this collective agreement. The Employer shall pay the monthly "single" premium cost of the Core Plan for Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment for regular employees working 30 or more regularly scheduled hours per week.

Long-Term Disability Benefits: To be eligible for Long-Term Disability (LTD) Benefits, employees must work 25 or more regularly scheduled hours per week. All eligible employees are required to participate in the Long-Term Disability (LTD) program. Long-Term Disability (LTD) premiums will be paid by the employee.

The Employer will provide all eligible employees with the applicable plan brochure.

### 23.3 Registered Retirement Savings Plan

Effective date of signing:

Permanent full-time or part-time employees who have completed three months of service will be eligible for enrolment in the Group RRSP Plan outlined in the TSA brochure as follows:

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%

### Voluntary Contributions

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

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.

When the employee terminates employment with the Employer, they can elect from options identified on the TSA form.

### 23.4 Employee and Family Assistance Program

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

## ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

### 24.1 Payment of Wages

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

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

Effective the date of signing, employees receiving a promotion or whose position is reclassified will receive the rate of pay for that position, effective the first day in the new position.

## **24.3 Substitution Pay**

(a) When operationally feasible in the view of the Employer, substitution to a higher paying classification shall first be offered to regular employees in the next lower classification possessing the knowledge, skills, qualifications, availability and ability required for the higher paying position, in order of seniority.

(b) An employee temporarily substituting in, and performing the principal duties of, a higher paying classification at the Employer's request for periods greater than one half-day, will receive the higher rate of pay of the position.

(c) An employee temporarily substituting in, or performing the principal duties of, a lower paying classification, at the Employer's request, shall receive their normal rate of pay.

## **24.4 Travel Expenses**

(a) When an employee is directed to travel on employer business, the Employer will pay reasonable travel expenses which are to be pre-approved in writing. This includes but is not limited to bus fare and parking charges. It is understood that the employee must provide receipts.

(b) When the van is not available for employee travel, and upon written approval, travel will be compensated at 40¢ per kilometer.

## **24.5 Safety Clothing**

The Employer will continue its practice of supplying suitable protective clothing and equipment such as gloves as required for the safe performance of an employee's duties.

# **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 shall print sufficient copies of the agreement for distribution to employees. The Union shall arrange for printing and distribution of the collective agreement. The Union shall provide 16 copies to the Employer.

## **25.2 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 against the resident or client.

## **25.3 Indemnity**

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

(a) indemnify and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and

- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

#### **ARTICLE 26 - CONTRACTING OUT, VOLUNTEERS**

The Employer agrees not to contract out any work performed by employees covered by this collective agreement which would result in a vacancy or in the layoff or failure to recall such employees.

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. Any volunteers used shall be supernumerary to established positions in the bargaining unit, and will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further understood by both parties that use of student replacements and guests will not result in layoff or failure to recall employees.

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

##### **27.1 Duration**

This agreement shall be binding and remain in force and effective until 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 four months prior to the expiry of this agreement.
- (b) Where no notice is given by either party prior to three months, both parties shall be deemed to have been given notice under this section three months prior to the expiry of this agreement.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

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

Where a party to this agreement has given notice under Article 27.2 the parties shall, within 30 days after the notice was given, commence collective bargaining.

##### **27.4 Change in Agreement**

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

##### **27.5 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Josie Delpriore  
Territorial Director Employee Relations

\_\_\_\_\_  
Danille Davies  
Bargaining Committee Member

\_\_\_\_\_  
John Thompson  
Territorial Manager Labour Relations

\_\_\_\_\_  
Rob Shea  
Bargaining Committee Member

\_\_\_\_\_  
Captain Michelle Elsasser  
Ministry Unit Leader

\_\_\_\_\_  
Sean Antrim  
Staff Representative

\_\_\_\_\_  
Brent Hobden  
Community Ministries Director

\_\_\_\_\_  
Wendy Tupling Guest  
Divisional Director Employee Relations



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## APPENDIX A Definitions

"Employer" means The Salvation Army Pidcock House.

### Employee Status

"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 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).

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

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

"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 B List of Arbitrators

Jim Dorsey  
Heather Laing  
Colin Taylor  
Joan Gordon

## APPENDIX C Wage Schedule

Job Title	Retroactive Pay*	Date of Ratification	Wage Increase	GWl of 2%	GWl of 2%
	Jan 1/19	Mar 27/19	Sept 1/19	April 1/20	April 1/21
Residential Worker	16.14	17.45	19.99	20.39	20.80
Case Worker	18.36	19.85	22.00	22.44	22.89

Employees whose wage at the date of ratification exceed the hiring rate will be red-circled. Red-circled employees will retain their current rate until the new rate of pay catches up (i.e. date of ratification). Red-circled employees will receive 11% retro as a lump sum of their existing rate from January 1, 2019.

Employees on probation are paid \$1 per hour less.

**MEMORANDUM OF UNDERSTANDING 1****Casual Employees****(1) Use of Casuals**

(a) Casual employees are hired to cover additional hours of work and casual work. Casual employees will be called to work for which they are qualified/trained, to a maximum of 40 hours per week provided it will not result in overtime. Casual employees will submit their days of availability to the manager.

(b) Casual employees will not be used in such a way as would reduce the number of regular positions.

**(2) Casual Employee Seniority**

(a) Casual employees accrue seniority on an hourly basis and will be called in order of seniority. A casual seniority list will be posted on a monthly basis and will be provided to the Union once per year in June.

(b) The call-in list shall contain the names of employees (regular and casual) who have registered for casual work within a department. All staff on the call-in list will provide one phone number at which to be contacted for casual shifts.

**(3) Conditions**

(a) All casual employees shall receive a letter of appointment upon recruitment clearly confirming their employment status. This letter shall also confirm a phone number at which to be contacted for casual work, as well as the casual employee's days and hours of availability for work of a casual nature.

(b) Casual employees are covered by all provisions of the collective agreement except articles:

Article 11.4 .....	Re-Employment
Article 13 .....	Layoff and Recall
Article 14.3 .....	Work Schedules
Article 20 .....	Leave With or Without Pay
Article 21 .....	Maternity, Adoption and Parental Leave
Article 23 .....	Health & Welfare
Article 24.2 .....	Rates of Pay on Promotion or Reclassification
Article 24.3 .....	Substitution Pay

(c) Casuals are entitled to take leaves provided for in the *Employment Standards Act*. In these cases, 4(f) below will not apply.

**(4) Call-in Process**

(a) A call-in book will be maintained for the purpose of recording absences from duty and the replacement of personnel.

(b) A log will be kept of all calls made for casual call-in, noting the date, time of the call, and the outcome of the offer. A message shall be left.

(c) Short call shifts (two hours or less notice, including the first shift of a block and blocks after 11 p.m.), will be filled at the discretion of the Employer.

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

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

(f) If the casual refuses or cancels an accepted shift or is unavailable, during a period of indicated availability, more than three times over a four month period, the employee shall not be called for further work. The casual employee's name shall be removed from the call-in list and the casual employee will be considered to have resigned.

(g) A refusal to work will be the result of declining an offer of a shift for the period of indicated availability or the cancelling of, or not returning the call of offer to work, of an accepted shift for reasons other than illness or acceptable emergency.

(5) *Availability*

(a) Casuals and regular employees desiring extra hours are expected to provide availability for mornings, evenings, and overnight shifts.

(b) Availability for the upcoming month must be provided to the supervisor by the end of the first week of the current month. Failure to provide availability within the time limit will render the casual ineligible for shifts in the following month.

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

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

(e) Pursuant to 5(d) casuals may be called in for work up to a maximum of three shifts out of seniority order in a six-month period to maintain currency in their duties.

**MEMORANDUM OF UNDERSTANDING 2**  
**Video Monitoring Equipment**

Video monitoring has been installed in Pidcock Emergency Shelter and will be used to protect the safety of employees and guests, and to secure the facility.

Employees are advised of the location of the cameras and have access to the monitors which are located in the office.

Video monitoring is meant to be confidential and to ensure privacy, access is limited to those requiring access, as designed by the Employer.

Should additional cameras be installed, employees and the Union will be consulted as to the appropriate location.

**LETTER OF UNDERSTANDING 1**  
**Casual Employees - One Time Deletion**

- (a) On a one-time basis and within three months of the date of ratification, the parties agree to delete casual employees from the list where those employees have worked fewer than 24 hours in the six months prior to the date of the letter referenced below.
- (b) The Employer will contact the employee prior to sending the letter. If the Employer is unable to reach the employee via telephone, the Employer will try again after one month has lapsed to make contact with the employee. No further telephone contact will be attempted after the second call.
- (c) The Employer will then send a letter by Xpresspost, copied to the Union, to the casual employee at the last known address advising that the employee has not worked within the last six months, and advising that the employee's name will be deleted from the casual register.

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