

**COLLECTIVE AGREEMENT**

**between**

**THE SALVATION ARMY VANCOUVER HARBOUR LIGHT**

**and the**

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

**Effective from April 1, 2021 to March 31, 2023**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*Employer*" means The Salvation Army Vancouver Harbour Light excluding the Cordova Detox.
- (2) "*Job Description*" means position description.
- (3) "*Leave of Absence with Pay*" means to be absent from duty with permission and with pay.
- (4) "*Leave of Absence without Pay*" means to be absent from duty with permission but without pay.
- (5) "*Regular Full-Time Employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14 - Hours of Work and Scheduling. A regular full-time employee is entitled to all of the benefits outlined in the agreement except where otherwise specified.
- (6) "*Regular Part-Time Employee*" means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the agreement on a pro rata basis, except where otherwise specified.
- (7) "*Practicum Students*" are workers utilized by the Employer, from time to time, to carry out varied duties and responsibilities. Such practicum students are not considered members of the bargaining unit. Practicum students shall not be retained in such a way as to displace or fill any shifts of bargaining unit members.
- (8) "*Union*" means the Union designated on the certification with the Employer attached to the certification issued from time to time by the Labour Relations Board.
- (9) "*Spouse*" is an employee's married or common-law spouse.
- (10) "*Common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.

The agreement establishes processes to assist the parties in maintaining a co-operative and respectful working relationship and to resolve disagreements in an orderly fashion.

The terms and conditions also reflect the parties' understanding that the worksite provides a therapeutic environment for the clients and that meeting their physical, emotional, social, mental and spiritual needs through the provision of uninterrupted, skilful and efficient service is the primary purpose of the Employer and its employees.

### 1.2 Future Legislation

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

hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### **1.3 Conflict with Operating Policies and Regulations**

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

### **1.4 Human Rights Code**

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

### **1.5 Respectful Workplace**

(a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and/or discrimination. The parties agree to foster and promote such an environment. To that end both parties subscribe to the principles and purposes set out in the Salvation Army Canada and Bermuda Territory Workplace Harassment, Discrimination and Violence Prevention Policy and the Employer's Respect in the Workplace Policy. Copies of these policies will be readily available to all employees.

(b) Types and examples of harassment and/or discrimination are defined in the policies and include discriminatory, psychological, sexual and personal harassment, which generally refer to actions which ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work-related purpose. Legitimate management actions conducted in a respectful manner do not constitute harassment.

(c) The Employer agrees to maintain the intent of its present policies and will advise the Union of any changes of Territorial policy to be introduced in the workplace which may include mandatory harassment and/or discrimination training.

(d) An employee complaining of harassment and/or discrimination is encouraged to address their concerns directly with the person(s) engaging in the conduct. If unwilling or unable to resolve the matter in this manner, the complainant may refer the matter to the Harbour Light Employee Relations Advisor or designate who will investigate the matter and attempt to resolve the issue informally.

(e) If the matter is not resolved informally the complainant may either file a formal complaint with BC Divisional Employee Relations or submit the matter to the grievance procedure at Step 2.

(f) Formal complaints and Step 2 grievances alleging harassment should be submitted in writing within six months of the latest alleged occurrence. Upon receipt of a formal complaint, Divisional personnel shall promptly notify the union staff representative in writing.

(g) An alleged respondent shall be given notice of the substance of such a complaint under this clause and shall be entitled to union representation. The complainant(s) and any other employee implicated in the complaint through the investigation process shall also be entitled to union representation. All complaints must be treated in strict confidence by all parties at all times.

(h) The parties agree that substantiated cases of harassment and/or discrimination may be cause for discipline, up to and including dismissal.

(i) In addition to the procedures outlined above, complainants retain their rights to file complaints directly with the BC Human Rights Tribunal.



**ARTICLE 2 - UNION RECOGNITION AND RIGHTS****2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall include all employees listed by position under Appendix A - Harbour Light Wage Rates except persons in positions deemed excluded:
- (1) by mutual agreement between the parties; or
  - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

**2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

**2.3 Correspondence and Directives**

The Employer shall forward to the applicable union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

**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 which may conflict with the terms of this agreement.

**2.5 No Discrimination for Union Activity**

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

**2.6 Bargaining Committee**

- (a) The Employer recognizes the Union's right to select the Union's Bargaining Committee members.
- (b) The Union's Bargaining Committee will be comprised of at least one member from 108 E. Hastings ("108") and one member from 119 E. Cordova ("119")

**2.7 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select three stewards and one alternate to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and/or alternates.

(c) A steward will make every effort to perform steward duties outside of their normal working hours. If performing their duties during scheduled hours, a steward, or the alternate, shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor. The steward shall make every effort to complete duties in as short a time as possible, and shall not interrupt the normal operations of the workplace or disrupt employees from their responsibilities without permission from the Employer (or designate).

(d) The duties of the stewards shall include:

- (1) investigation of complaints of an emergent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer;
- (4) attending meetings at the request of the Employer;
- (5) accompanying an employee whom the steward represents, when requested by the employee, to a meeting called by the Employer, where disciplinary action is anticipated.

## **2.8 Bulletin Boards**

The Employer shall 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 another method of notifying employees of union business.

## **2.9 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.

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

All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. 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.

## **2.11 Time Off for Union Business**

- (a) Subject to operational requirements and with reasonable advance 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) or elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;

- (3) or employees who are representatives of the Union on the Bargaining Committee of the Employer, to attend meetings of the Bargaining Committee;
  - (4) leave for negotiations with the Employer;
  - (5) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body;
  - (6) to stewards to maintain all bulletin boards and binders.
- (b) Leave of absence without loss of pay and with seniority will be granted:
- (1) to stewards, or their alternates, to perform their duties pursuant to Clause 2.6 - Recognition and Rights of Stewards;
  - (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours.
- (c) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
- (1) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
  - (2) For an employee elected to the position of President or Treasurer of the B.C. General Employees' Union.
- (d) The Union and the employee will make every effort to provide a minimum of 14 working days' notice for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer within 30 calendar days of receipt of the invoice for the appropriate salary and benefit costs, including travel time incurred.

### **ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who, prior to February 18, 1997, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after February 18, 1997 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 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 dues payable to the Union by a member of the Union.
- (b) Deductions for employees exempted under Article 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 assessments 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 pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (e) All deductions shall be remitted by direct deposit or cheque to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
- Employee surname and first name
  - Job classification
  - Gross pay
  - Dues amount deducted
- (f) The above information may be sent to the Union by email.
- (g) Before the Employer is obliged to deduct any amount under (a) and (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 the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the 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 shall complete an authorization form supplied by the Union providing for the deduction from an 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 hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the article dealing with union security and dues check-off.
- (b) New employees shall also be provided with:
- (1) the name, location and work telephone number (if applicable) of the steward(s);
  - (2) an authorization form for union dues check-off, as supplied by the Union;
  - (3) a union member application form, as supplied by the Union.
- (c) The steward shall be advised in a timely fashion of the name, location, work telephone number (if applicable) and start date of the new employees.
- (d) The steward will be given an opportunity to meet with each new employee within the new employee's regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment. The time away is to be approved by the steward's and new employee's supervisor(s).
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

- (a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this agreement.
- (b) The Union 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.

**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 officers 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) The Employer agrees that access to its premises will be granted to a union staff representative, elected officers, or alternate when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with departmental operations.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

### **7.3 Technical Information**

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

- list of employees and status;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.)

The Union may request other information relating to employees in the bargaining unit that it requires from the Employer.

### **7.4 Union/Management Committee**

(a) 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.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular business office hours. Every effort will be made to schedule meetings within regular business office hours.

(c) An employer representative and a union representative shall alternate in presiding over the meetings. The parties shall make every reasonable effort to circulate an agenda in advance of the next meeting.

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

(e) The Committee shall have the power to make recommendations to the parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing misunderstandings;
- (3) dealing with matters referred to it in this agreement.

(f) Minutes of the Committee meetings shall be recorded by the Alternating Chair and distributed to committee members, the Executive Director, and union office.

(g) The Committee will add staffing issues as a standing item to its agenda for each meeting. Other individuals may attend union/management meetings as resource persons, at the invitation of either party, to discuss staffing issues.

**ARTICLE 8 - GRIEVANCES****8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

**8.2 Step 1**

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

**8.3 Time Limits to Present Initial Grievance**

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 - Step 2, not later than 14 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;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

**8.4 Step 2**

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

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated; and
- (c) transmitting the grievance to the employer 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 employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to 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 agree to waive the meeting.

**8.6 Step 3**

The union designate may present, or meet with the employer designate to discuss, a 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 employer designate; or
- (b) within 14 calendar days after the employer designate'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 a 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 Grievances**

Employees dismissed or suspended for alleged cause shall have the right, within seven calendar days after the date of dismissal or suspension, to initiate a written grievance. Within seven calendar days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven calendar days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven calendar days of the Union receiving the Employer's reply.

**8.10 Policy Grievance**

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the employer designate or the Union within 30 calendar days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration.

**8.11 Amending Time Limits**

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

**8.12 Technical Objections to Grievances**

It is the intent of the parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

**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 arbitral, either party



may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party of its desire to submit the difference to arbitration as per Clause 8.8 - Time Limit to Submit to Arbitration.

- (b) All referrals to arbitration shall be made electronically.
- (c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.

## **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 and set a date for the hearing.
- (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**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 calendar days of the conclusion of the hearing.

## **9.4 Decision of the Arbitrator**

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

## **9.5 Disagreement on Decision**

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

## **9.6 Expenses of the Arbitrator**

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

## **9.7 Amending Time Limits**

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

## **9.8 Expedited Arbitration**

- (a) Any grievances agreed by both parties to be suitable for expedited arbitration shall be scheduled to be heard on the Arbitrator's next available date.
- (b) The parties shall make every effort to make use of an agreed to statement of facts.
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (d) The parties agree to make limited use of authorities during their presentations.

- (e) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (f) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (j) The expedited Arbitrator, who shall act as sole arbitrator, shall be selected from the list of arbitrators in Appendix B - Arbitrators.
- (k) It is not the intention of either party to appeal a decision of an expedited arbitration.

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

##### **10.1 Just Cause**

- (a) The Employer shall not dismiss or discipline an employee except for just cause.
- (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 suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

##### **10.2 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 - Grievances. Two copies of the written notice of dismissal or suspension shall be forwarded to the union designate within five calendar days of the action being taken.

##### **10.3 Right to Grieve Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include:
  - (1) written censures;
  - (2) letters of reprimand;
  - (3) adverse reports of a disciplinary nature.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.4 Annual Performance Evaluations**

(a) It is understood that Annual Performance Reviews are intended for personal development and therefore will not be used for disciplinary purposes. Where the Employer has concerns about work performance and behaviour, which require documentation for progressive disciplinary purposes, a separate letter of employer concern and/or employee warnings will be issued to the employee and are subject to the grievance procedure.

(b) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer to discuss performance and the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven calendar days to read, review and sign the evaluation and return to the Employer. The employee will have opportunity to provide comments in the employee comments section on the form.

(c) The evaluation form shall provide for the employee's signature in one of two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.

(d) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(e) An employee shall receive a copy of their evaluation at time of signing.

#### **10.5 Personnel File**

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven calendar days after the notice is given. The Employer has the right to have an employer representative present at the time the file is viewed. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.

(b) A representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven calendar days after the notice is given. The Employer has the right to have an employer representative present at the time the file is viewed. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.

(c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

#### **10.6 Right to Have Steward Present**

(a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise their right to

contact their steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

(c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **10.7 Abandonment of Position**

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

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

(a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of 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 WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* or ICBC in respect of a claim from this employer for a maximum of twenty-four months. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to 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 medical employment insurance or compassionate care employment insurance;

(6) union leave;

(7) pregnancy, parental and adoption leave;

(8) other approved paid leaves of absence.

**11.2 Seniority List**

A current service seniority list for employees will be provided by the Employer to the Union biannually in June and December, at which time the Employer will advise the Union of the names of employees whose employment has ceased since the last seniority list.

**11.3 Loss of Seniority**

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

- (a) the employee is discharged for just cause;
- (b) they voluntarily terminates their employment, and such resignation is received in writing;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work within seven calendar days of recall after being notified by 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.
- (f) 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 Temporary Work outside the Bargaining Unit**

- (a) The Employer may offer full-time or part-time work outside the bargaining unit to qualified bargaining unit employees, in the event that there are no excluded employees available to perform the work. In such cases, the Employer will inform the Labour Management Committee of the excluded position, the bargaining unit member, and the expected length of the assignment.
- (b) Bargaining unit members who accept temporary work outside of the bargaining unit shall suffer no loss of seniority and continue to accrue seniority for up to six months. Members who choose to continue in a temporary assignment outside the bargaining unit shall not lose seniority, but shall not accrue seniority beyond six months.

**11.5 Re-Employment**

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

**ARTICLE 12 - JOB POSTINGS****12.1 Job Postings and Applications**

If a vacancy or a new job is created within the bargaining unit, the following shall apply:

- (a) If the vacancy or new job has a duration of 60 days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information. The Employer may advertise concurrently with the seven day posting period, provided internal applicants are given first consideration.

(b) Notwithstanding (a), consequent vacancies created by the awarding of temporary positions of six months' duration or less will not be posted but will be filled within each classification in order of overall bargaining unit seniority. In cases where there is no one to fill the position in order of seniority, the subsequent vacancy or vacancies shall be posted. There will be no promotions effected through the awarding of temporary appointments without a competitive posting process, as per (a) above.

(c) If no qualified candidate is identified through the internal posting process the Employer may fill the position with an external candidate, subject to the grievance procedure.

### **12.2 Change to Start and Stop Times, Days Off and Department**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and department may be subject to change provided that:

(a) the change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

(b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and department, and the impact the change will have on the personal circumstances of such employee(s).

### **12.3 Application from Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, pregnancy, parental and adoption leave or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence, without causing undue delay to the hiring process.

### **12.4 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to Clause 12.1 - Job Postings and Applications above. Temporary appointments shall be limited to two months' duration. An appointment may be extended by mutual agreement between the parties.

### **12.5 Notice to Union**

One copy of all postings shall be sent to the union stewards and the staff representative at the time of posting.

### **12.6 Notice of Successful Applicant**

(a) The Employer shall, within three calendar days of the appointment, inform all applicants and the stewards of the name of the successful applicant either in writing to each applicant or by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

(b) Upon written request (received within seven calendar days of being advised of the results), the unsuccessful applicant from within the bargaining unit shall be given in writing within seven calendar days, the reasons they were unsuccessful.

### **12.7 Grievance Investigation**

(a) Where an employee feels that they have been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance

procedure in Article 8 - Grievances of this agreement within seven calendar days of being notified of the results.

(b) The Employer agrees to supply to the Union the names of all bargaining unit applicants for a vacancy or new position in the course of a grievance investigation.

### **12.8 Selection Criteria**

In the filling of bargaining positions, when performance in current and previous positions, knowledge, qualifications, proven ability to make independent decisions and take appropriate action, skill, availability and ability are assessed as comparable, seniority will be the deciding factor.

### **12.9 Probationary Period**

For the first three calendar months of continuous service with the Employer, an employee shall be a probationary employee. The probationary period for part-time employees will be equal to three calendar months of full-time (485 hours), but in any event will not exceed six calendar months. By written mutual agreement between the Employer and the Union, the probationary period may be extended up to a maximum of three calendar months (prorated for part-time employees) provided written reasons are given for requesting such extension.

During the probationary period, an employee may be terminated for just cause. The test for just cause for rejection during probation shall include a test of suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description). If it is shown on behalf of the employee that the termination was not for just cause, the employee shall be reinstated.

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.

### **12.10 Qualifying Period**

(a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or perquisites. The qualifying period for part-time employees will be equal to three months full-time, but will not exceed six calendar months.

(b) 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 returned to their former position, providing it still exists, and without loss of seniority and to their former wage rate. Should the former position not exist, the employee will 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.

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

(d) During the qualifying period, an employee shall be paid the probationary rate for the new position, unless that rate is lower than the employee's current rate. In such a case, the employee will receive their current rate or the post-probation rate, whichever is lower.

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

"*Layoff*" is a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reduction in hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, a reorganization, program termination, closure or other material change in organization or program delivery.

**13.2 Layoff**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority subject to the following:

- (a) The individual with the least seniority will be designated for layoff within the classification.
- (b) The date the layoff will commence will be identified.
- (c) The employee designated for layoff shall be placed into a vacant regular position in their own classification. If this is not possible, the employee may choose:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) placement into an equivalent vacant regular position providing they are qualified to satisfactorily perform the duties; or
  - (3) to displace the least senior employee in another equal or lesser classification, provided they are qualified to satisfactorily perform the duties; or
  - (4) severance pay as provided for in Clause 13.5 - Severance Pay.
- (d) The above process will apply to employees displaced pursuant to Subsection (c) above.
- (e) Bumping rights must be exercised within five calendar days of notification of layoff by providing written notice to the Executive Director.
- (f) Displacements shall not result in a promotion.

**13.3 Recall**

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by registered mail. Employees must accept recall within five days of receipt of the registered mail.
- (b) The recall period shall be one year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.
- (d) Nothing herein shall prevent the Employer from hiring persons not on the recall list when qualified employees are not available.

**13.4 Advance Notice**

The Employer shall notify employees who are to be laid off 30 calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the period after notice of layoff, they shall be paid in lieu of work for that part of the notification period during which work was not made available.



It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (e.g. fire, flood, medical closure, etc.).

### **13.5 Severance Pay**

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

<b>Service</b>	<b>Severance Pay</b>
More than 6 months but less than 3 years.....	2 weeks
3 years.....	3 weeks
4 years.....	4 weeks
5 years.....	5 weeks
6 years.....	6 weeks
7 years.....	7 weeks
8 years or more.....	8 weeks

One-year full-time employment is equivalent to 1950 hours.

### **13.6 No New Employees**

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 qualifications, skill, availability and ability to perform the required work.

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

### **14.1 Hours of Operation**

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

### **14.2 Annual and Weekly Hours of Work**

Except as otherwise provided in this article the maximum regular annual hours of work shall be 1950 hours. The maximum weekly hours of work shall be 37½ hours.

### **14.3 Hours of Work**

- (a) Except as otherwise provided for in this article, the average hours of work for each regular full-time employee covered by this agreement, exclusive of meal periods, shall be 37½ hours per week or an equivalent mutually agreed to by the Employer and the Union.
- (b) Part-time employees, who request additional hours, shall be offered, in order of seniority, additional shifts that are available within their classification, provided they are qualified to do the work and provided it will not result in overtime pay. These hours shall be credited to regular seniority.
- (c) Shelter Workers 1 & 2, regardless of which shelter worked in, shall constitute the same classification for the purposes of this clause.

### **14.4 Work Schedules**

- (a) The Employer shall arrange the times of all on duty and off duty shifts.
- (b) Where a change in the normal workweek schedule is required to meet bona fide operational needs the Employer agrees to provide the Union and its members with 14 calendar days' notice. The notice must be posted on worksite bulletin boards for the entire period of 14 calendar days.

- (c) If the work schedules are changed, employees shall be entitled to exercise seniority in the selection of days of work and shifts within a classification.
- (d) If, after a period of one month, the employee or the Employer, find the new shift to be unsuitable, the employee will be returned to their original shift.

**14.5 Rest Periods**

Except as otherwise provided for in this article, there shall be a 15-minute rest period in each half day of any full shift. Employees working less than a full shift shall receive one 15-minute rest period. Rest periods shall be taken without loss of pay to the employee.

**14.6 Meal Periods**

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday and shall be one-half hour unless otherwise specified. No employee will be required to work more than 5 consecutive hours without a 30 minute meal break.
- (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 rates.

**14.7 Minimum Daily Pay**

- (a) The Employer shall pay the employee a minimum of two hours' pay at their regular rate of pay upon reporting to work for a scheduled shift.
- (b) Where the employee commences work, they shall receive a minimum of four hours' pay at their regular rate of pay.
- (c) Employees required to attend staff meetings during off-duty hours shall be paid at straight-time for the duration of the meeting or a minimum of two hours, whichever is greater.

If the staff meeting abuts with the employee's shift then straight-time rates will be paid for the duration of the meeting.

**14.8 Notice of Work Schedules**

Employees' work schedules shall be posted at least 14 calendar days in advance of the starting day of a new schedule. The Union/Management Committee may mutually agree to shorten the posting period in extenuating circumstances.

**14.9 Days of Rest**

The shift schedule shall be applied so as to guarantee each employee two consecutive days of rest.

**14.10 Modified Hours of Work Arrangements**

The Union/Management Committee shall work together on modified work schedules, based upon the shift patterns and hours of work clauses in this agreement and the provisions of this article, including the following:

- (a) If either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (b) The parties shall have 14 calendar days from the date notice is given to reach agreement on work schedules;

- (c) The Employer retains the right to set the work complement and hours of operations and the Union cannot propose a modified work arrangement which would cost more than the Employer's schedule;
- (d) If the parties are unable to reach agreement within 14 calendar days either party may refer the matter to arbitration.
- (e) Refer to Information Appendix 1 for hours of work for the Anchor and Crosswalk shelters.

#### **14.11 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

#### **14.12 Shift Premium**

Employees shall be paid a shift premium of 25¢ per hour for all hours worked on the following shifts:

- 11:30 p.m. - 7:30 a.m. - Beacon, Haven & Sutherland
- 9:00 p.m. - 7:00 a.m. - Anchor
- 9:30 p.m. - 7:30 a.m. - Crosswalk
- 12:00 a.m. - 8:00 a.m. - Front Desk and Security

This clause will apply to any future overnight shifts that start in the evening, go through midnight and which end in the morning.

### **ARTICLE 15 - NEW AND CHANGED POSITIONS**

#### **15.1 New and Changed Positions**

When a new or substantially altered job category covered by this agreement is introduced, the wage rate and job description shall be given to the Union. The job descriptions presented to the Union shall become the recognized job descriptions until written notice of objection is given by the Union within 30 calendar days. Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:

- (a) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
- (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.

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

### **ARTICLE 16 - OVERTIME**

#### **16.1 Definitions**

- (a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours.
- (b) "*Straight-time rate*" means the hourly rate of pay.

- (c) "*Time and one-half*" means one and one-half times the straight-time pay.
- (d) "*Double-time*" means two times the straight-time rate.

### **16.2 Overtime Compensation**

Employees requested to work in excess of the normal daily full shift hours as outlined in Clause 14.2 - Annual and Weekly Hours of Work, Clause 14.3 - Hours of Work, and Clause 14.10 - Modified Hours of Work Arrangements or who are requested to work on their scheduled off-duty days, shall be paid:

- (a) the rate of time and one-half of their basic hourly rate of pay for the first three hours of overtime on a scheduled workday and double-time thereafter or on a day of rest;
- (b) the Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

### **16.3 Overtime on Day Off**

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

### **16.4 Overtime Pay**

Overtime pay shall be paid to the employee in the pay period immediately following the pay period in which the overtime was earned except as provided in Clause 16.5 - Compensating Time Off below.

### **16.5 Compensating Time Off**

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within three calendar months of the occurrence of the overtime. (In no circumstances will compensating time off be taken in the latter part of November or in the month of December). The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the three calendar month period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

### **16.6 Meals During Overtime**

When overtime is required, the Employer will provide a meal at the Centre at the appropriate time. If, for dietary or health reasons, an employee is not able to eat the meal provided and an acceptable meal cannot be provided, they shall be entitled to reimbursement for a receipted meal expense not to exceed \$10.50.

The above would be contingent upon acceptable documentation, either medical or religious, affirming the need for accommodation.

**16.7 Right to Refuse Overtime**

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

**16.8 Overtime for Part-Time Employees**

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**16.9 Rest Interval After Overtime**

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of their next regular shift. If eight clear hours of time off are not provided, overtime rates shall apply to those hours worked on the next regular shift up to the eight hours.

**16.10 Callback**

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.

**16.11 Scheduling of Overtime**

(a) The Employer will make significant efforts to accommodate regular employees who indicate they would prefer not to work overtime. As such, the Employer will maintain a list of employees who are ready and willing to work overtime. Overtime shall be allocated equitably within each department.

(b) Where the Employer requires an employee to work overtime, the employee must inform the Employer if they will incur any additional costs (e.g. childcare, transportation). The Employer will reimburse the employee for reasonable additional costs.

(c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reason for declines. Such records shall be available for viewing by all employees.

(d) A list of overtime worked, by classification series, shall be posted monthly in each department.

(e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

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

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

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

(b) Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.

(c) An employee who has been employed by the Employer for at least thirty (30) calendar days before the statutory holiday and has worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday shall be paid for the holiday.

**17.2 Holidays Falling on Saturday or Sunday**

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

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

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

(b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at time and one-half for all hours worked.

**17.4 Holiday Falling on a Scheduled Workday**

A regular employee (who meets the eligibility requirements outlined in Clause 17.1 - Paid Holidays who is required to work on a designated holiday shall be compensated at time and one-half and shall also receive an additional day off in lieu of the holiday.

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

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

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

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

**17.7 Scheduling of Lieu Days**

Every reasonable effort will be made to schedule days off in lieu of statutory holidays as additions to the employee's regular days off, except where the Employer and employee agree otherwise. The lieu day shall be scheduled by mutual agreement. A maximum of five stat lieu days may be banked to be used concurrently, and may be used in conjunction with regular vacation if scheduling/coverage permits.

**17.8 Alternative Days Off**

Employees who are members of non-Christian religions are entitled to up to two days leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime.

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

- (a) "*Vacation year*" for the purpose of determining vacation entitlement is the calendar year.
- (b) A regular full-time employee shall be entitled to vacation in each year as follows:

<b>Vacation</b>	<b>Workdays</b>
New Hire Year	15 workdays (prorated if necessary)
First calendar year of service	15 workdays
2-7 years	15 workdays
8-14 years	20 workdays
15-20 years	25 workdays
21 years or more	30 workdays

- (c) A regular part-time employee shall earn vacation on a pro rata basis.
- (d) At least one week of an employee's annual vacation entitlement must be taken as a block.
- (e) In the event an employee has taken more paid vacation than has been earned at the time of termination of employment, the excess vacation pay will be deducted from the employee's final pay.

**18.2 Vacation Earnings for Partial Years**

In the case of partial years of service, vacation entitlements shall be computed on a pro rata basis.

**18.3 Vacation Pay**

- (a) Vacations shall be paid at an employee's basic pay.
- (b) Once per calendar year, upon 15 working days' written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period.

**18.4 Vacation Scheduling**

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
- (c) An employee shall be entitled to receive their vacation in an unbroken period. If an employee decides to break their entitlement into more than one continuous group of workdays, they shall be entitled to use their seniority for only one such group of days in a calendar year.

- (d) Vacation schedules shall be circulated for staff application by March 31<sup>st</sup> each year within each department and the completed schedule shall be posted by April 30<sup>th</sup>. Vacations shall be granted on the basis of service seniority within a department.
- (e) An employee who does not exercise their seniority rights within one week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority. An employee who does not put their vacation request within the time period outlined in (d) above, shall be approved on a first come, first served basis.
- (f) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.
- (g) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (h) It will be the responsibility of the supervisor to post the vacation schedule and notify absent employees.
- (i) An employee who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise their seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (j) An employee who is transferred at the request of the Employer shall have their vacation as originally scheduled, unless changed by mutual agreement.

**18.5 Approved Leave of Absence with Pay During Vacations**

- (a) In the event an employee is sick or injured prior to their vacation period, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee, or it shall be re-instated for use at a later date.
- (b) An employee intending to claim displaced vacation leave due to illness must advise the Employer before the commencement of the scheduled vacation and provide a doctor's report covering the period of sickness within seven calendar days of returning to work. Where the leave will be extended due to continued sickness of the employee, the employee will be responsible to advise the immediate supervisor prior to their expected return date for scheduling purposes.

**18.6 Callback on Vacation**

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

**18.7 Prime Time Vacation Period**

All employees shall be allowed to take up to three weeks of their vacation entitlement during the period May 1<sup>st</sup> to September 30<sup>th</sup> inclusive, which shall be defined as the prime time vacation period. The Employer shall make every reasonable effort to allow employees with more than three weeks' entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

**18.8 Vacation Credits Upon Death**

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



## ARTICLE 19 - EDUCATION LEAVE

### 19.1 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.

### 19.2 In-Service Education

Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave upon notification, at their regular rate of pay. Such leave shall not exceed three working days. Employees may access bereavement leave in case of pregnancy loss.

Immediate family is defined as an employee's parent (alternatively stepparent or foster parent), spouse, common-law spouse, grandparent, grandchild, child, stepchild, sibling, parents-in-law, child-in-law, stepchild-in-law, sibling-in-law, legal guardian, and legal ward and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

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

(c) Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

### 20.2 Jury Duty

(a) Regular employees, not on unpaid leave of absence, who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.

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

(c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

### 20.3 Compassionate Care Leave

An employee who is entitled to compassionate care leave under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 20.6 - Benefits on Leave of Absence, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - 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.

**20.4 Family Responsibility Leave**

The Employer will grant leave of absence with pay to employees for the following:

- (a) Serious household or domestic emergency (up to two days).
- (b) Up to two days paid leave per calendar year will be granted to meet responsibilities related to care, health and education of a child or member of an employee's family. This will include illness in the immediate family where no one at the employee's home other than the employee can provide for the care of the ill family member. An additional three days of unpaid leave will be granted for the same purpose.

**20.5 General Leave**

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. Requests for such leave shall be in writing with at least two weeks' notice, except in cases of emergency.

**20.6 Benefits on Leave of Absence**

Unless otherwise specified, benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Clause 2.10 - Time Off for Union Business shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement for the first complete month of their absence, by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Coverage for unpaid leaves of absence under this article will cease thereafter but may be reinstated upon return to active duty. Any amount owing at time of termination for health care premiums during a leave of absence will be deducted from an employee's final pay.

**20.7 Full-Time Public Duties**

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) For employees to seek election in a municipal, provincial, First Nations, Métis, Inuit or federal election for a maximum period of 90 days;
- (b) For employees elected to a public office for a maximum period of five years.

**ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE****21.1 Pregnancy Leave**

- (a) A pregnant employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 weeks or a shorter period 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 at least four weeks' notice 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) Regardless of the date of commencement of the leave of absence taken under Subsection (a) above, 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) above must be given in writing to the Employer at least 21 calendar days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

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

(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 not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate from a physician 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 62 consecutive weeks 61 weeks for a parent who takes pregnancy leave without pay or a shorter period the employee requests.

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

(b) Parental leave shall commence:

(1) in the case of a parent who takes pregnancy leave, immediately following the end of the pregnancy leave taken under Clause 21.1 (Pregnancy Leave), unless the Employer and the employee agree otherwise;

(2) in the case of a parent, other than an adopting parent, who does not take pregnancy leave, following the birth of the child and within the 78-week period after the birth date; and

(3) in the case of an adopting parent, following the adoption of the child and commencing within the 78-week period after the date the adopted child comes into the actual care and custody of the parent, or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

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

**21.3 Combined Pregnancy and Parental Leave**

An employee's combined entitlement to leave under Clause 21.1 - Pregnancy Leave and Clause 21.2 - Parental Leave is limited to 78 weeks plus any additional entitlements provided under Clause 21.1(f) - Pregnancy Leave and/or Clause 21.2(e) - Parental Leave preceding.

**21.4 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 24 - 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.

**21.5 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 had the leave not been taken, or, if the position no longer exists, the employee 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 21.5(a) above.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY****22.1 Statutory Compliance**

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

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

**22.2 Occupational Health and Safety Committees**

(a) The parties agree that a joint occupational health and safety committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

(b) The Committee's full scope and functioning will be laid out in the Terms of Reference, which can be amended from time to time. Employees can raise health and safety concerns either to management or to the Committee. The Committee's role will include doing risk assessments and making recommendations following risk assessments.

**22.3 Aggressive Behaviour**

(a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening

statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. If a risk of injury to employees from violence is identified by an assessment performed in accordance with Section 4.28 of the Violence in the Workplace Regulations under the *Workers Compensation Act*, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.

(d) A critical incident stress debriefing session shall be made available and promoted to employees, as soon as possible after a critical workplace related incident occurs. A critical incident shall be defined as any unusual traumatic workplace incident, including situations such as suicide, violent assaults, deaths, etc. Leave to attend such a session will be without loss of pay. Those employees attending outside of their regular work hours, shall be compensated for the actual time in attendance only at straight-time.

Employees who have suffered a serious work-related traumatic incident of an unusual nature who are sent home after such an incident, shall receive payment for the remainder of the shift without deduction from sick leave.

Employees requiring long-term assistance in dealing with a critical workplace related incident will have access to the Employee and Family Assistance Program.

(e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

#### **22.4 Vaccination and Inoculation**

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees and the provision of Hepatitis B and influenza vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests (periodic TB tests are mandatory), x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

#### **22.5 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board.

#### **22.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be

at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

## **22.7 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to the *Workers Compensation Act*.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

## **22.8 Injury Pay Provision**

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

## **22.9 Hygiene**

### *(a) Hygiene Facilities*

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

### *(b) Communicable Diseases and Parasitic Infestations*

(1) The parties to this agreement share a desire to prevent acquisition and transmission of communicable diseases and parasitic infestations. Where employees may come into contact with a person and/or possessions of a person known by the Employer to have a communicable disease or parasitic infestations, the Employer shall advise such employees that such person and/or possessions may be so affected.

(2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.

(3) In respect of communicable diseases and parasitic infestations, the parties agree to review and establish policies on issues including:

(i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(ii) post-exposure protocols.

(4) The parties agree that the BC Centre for Disease Control may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the parties.

(5) Where any costs, including vaccinations, are incurred by a recommendation of the parties or recommendations of the Centre for Disease Control, it shall be borne by the Employer.

### *(c) Bed Bug Employee Indemnification*

(1) Employees must take precautions to prevent the acquisition and/ or transmission of parasitic infestations, including, acting in accordance with the Employer's health and safety policies and procedures relating to parasitic infestations, taking reasonable steps to ensure that parasites are not taken from the workplace and spread to the employee's vehicles, home or other

worksites/ locations and informing themselves about methods to minimize the likelihood of acquiring and transmitting parasitic infestations.

(2) Provided that an employee has complied with (a) above, where an employee has contracted any parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

#### **22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

#### **22.11 Training**

(a) Where an employee is required by the Employer to attend a course for the purpose of health and safety training, there shall be no loss of pay on the part of the employee.

(b) The Employer will provide orientation of in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

#### **22.12 Check-in**

The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

#### **22.13 Resident or Client Information**

The Employer shall provide employees with the information known to the Employer, regarding a resident or client that is necessary for the employees to safely carry out their duties.

Private information about clients and residents will be handled in full compliance with the *Personal Information Protection Act* of British Columbia and the *Employer's Divisional Privacy Policy*.

### **ARTICLE 23 - CONTRACTING OUT**

(a) The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

(b) The Employer agrees to inform the stewards and the Union's area office of any and all contracted work being performed.

(c) It is understood by both parties that volunteers, student placements, and clients will not perform bargaining unit work on an ongoing basis and will not be considered contracting out.

## ARTICLE 24 - HEALTH AND WELFARE

### 24.1 Basic Medical Insurance

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the Employer will pay 100% of the premium for employees on the same basis as exists in the 2019-2021 collective agreement.

### 24.2 Extended Health, Dental and Group Life Benefits

- (a) The current practice of the Employer with regard to the Extended Health Care Plan, Dental Plan, Group Life Insurance Plan and Accidental Death & Dismemberment Plan as outlined in "*Taking Care - The Salvation Army Employee Benefit Plan*" booklet (November 2017).
- (b) Regular employees working 25 or more regularly-scheduled hours weekly will be enrolled in the Plan following the completion of their probationary period.
- (c) 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. All other applicable premiums will be paid by the employee.
- (d) Eligible employees shall be provided with the above-referenced booklet.
- (e) The Employer may change carriers and plan from time to time without penalty provided that any new package of benefit plans remains equivalent to the current benefit plans. If any changes occur, the Employer shall notify the area office staff representative of the change.

### 24.3 Long-Term Disability Benefits

- (a) The current practice of the Employer with regard to the Long-Term Disability Plan as outlined in "*Taking Care - The Salvation Army Employee Benefit Plan*" booklet will continue for the term of this collective agreement.
- (b) Full-time or part-time employee with 30 or more hours weekly will be enrolled in the Long-Term Disability Plan following the completion of their probationary period.
- (c) The premiums will be paid by the employee.

### 24.4 Registered Retirement Savings Plan

Permanent full-time or part-time employees will be automatically enrolled in the Group RRSP Plan outlined in the RRSP benefit booklet provided at the time of eligibility as follows:

- (a) After completion of one-year of employment, the Employer shall contribute the following amounts to a Registered Retirement Savings Plan:

Years of Service	Employer Contribution
1 to 5 years.....	4%
6 to 10 years.....	5%
More than 10 years.....	6%

- (b) Employees may make voluntary contributions over and above the basic contributions of the Employer. Voluntary contributions may be withdrawn once per calendar year. Employee RRSP contributions are to be designated as a percentage of earnings rather than as a dollar figure.



- (c) 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.
- (d) When the employee terminates employment with the Employer, they can elect from options identified on the appropriate form.
- (e) All employees shall be provided with the Group RRSP booklet.

#### **24.5 Employee and Family Assistance Program**

The Employer shall provide an Employee and Family Assistance Program (EAP) for all employees and their eligible dependants.

### **ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY**

#### **25.1 Uniforms**

Where the Employer requires a specific uniform for workers, the cost of purchase and maintenance shall be fully covered by the Employer.

#### **25.2 Protective Clothing and Equipment**

- (a) The Employer shall supply suitable gloves or other protective clothing and equipment to employees required by the Employer to wear/use same.
- (b) The Employer shall maintain its existing practice of providing to regular and casual employees who have completed their probation, reimbursement upon presentation of a receipt, up to a maximum of \$100 in a one-year period for purchase of steel toe protection safety boots, as required for loading dock employees, drivers and kitchen supervisors.
- (c) The Employer shall provide to Regular Employees who have completed their probation, reimbursement upon presentation of a receipt, up to a maximum of \$80 annually for purchase of non-slip footwear, as required for kitchen staff.
- (d) The Employer shall provide to Casual Employees who have completed their probation, reimbursement upon presentation of a receipt, up to a maximum of \$80 in any two (2) year period for purchase of non-slip footwear, as required for kitchen staff.
- (e) The Employer shall issue the Provision of Personal Alarms letter attached to this agreement at Information Appendix 2. The Union's acceptance of the letter does not waive its right to file a grievance or prejudice it in any way.

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

#### **26.1 Equal Pay**

The Employer shall not discriminate between employees of one gender by employing a person of for any work at a rate of pay that is less than the rate of pay at which a person of a different gender is employed for similar or substantially similar work.

#### **26.2 Paydays**

Employees shall be paid by direct deposit every two weeks. In extenuating circumstances and as requested on this basis by the employee, a cheque will be provided.

**26.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix A and are effective on the dates specified in Appendix A.
- (b) Payslips shall be distributed by email. If requested by the employee, a hard copy will be provided.

**26.4 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paying position, they shall receive the rate of pay for that position.

**26.5 Substitution Pay**

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

**26.6 Involuntary Demotion**

An employee demoted or placed in a lower paying classification through no fault of their own shall continue to maintain their current rate of pay. They will receive any negotiated increases.

**26.7 Overpayments**

If the Employer has overpaid a member of the bargaining unit, the Employer shall immediately notify the member and the area office staff representative of the overpayment in order to arrange for repayment of the monies paid in error by the Employer.

**ARTICLE 27 - SICK LEAVE****27.1 Illness & Injury Leave**

- (a) All employees, including casual and temporary employees, shall be entitled to five (5) paid sick days per year after ninety (90) days of service. Employees also are entitled to three (3) days of unpaid sick leave.
- (b) Regular 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.
- (c) Sick leave pay shall be based on scheduled work hours lost.
- (d) The Employer may request a doctor's note where the employee has been absent for four consecutive days of work. Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may request a medical certificate at the Employer's expense.

- (e) The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.
- (f) In no case shall sick leave for any one absence exceed a period of 85 working days. When the provisions of this plan and Employment Insurance sickness benefits have been exhausted, eligible employees have access to the Long-Term Disability Plan if they qualify.
- (g) Where medical and/or dental appointments (excluding regular physicals/dental check-ups) cannot be scheduled outside of the employee's working hours, sick leave with pay shall be granted.

## **27.2 Workers' Compensation Benefit**

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 24 - Health and Welfare will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers Compensation Act*, so long as the employee is otherwise entitled to benefits under those sections of the *Workers Compensation Act*.
- (d) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment. If WCB does not reimburse the Employer directly, the employee shall be responsible to reimburse the Employer upon receipt of WCB benefits.
- (e) Employees qualifying for Workers' Compensation coverage shall be maintained on payroll records for a period of up to 24 months and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Clause 20.5 - General Leave.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.1 Copies of Agreements**

The Union and the Employer desire every employee to 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 this agreement for distribution to employees. The cost of printing shall be borne by the Union. The Employer shall provide a copy of the collective agreement to new employees.

### **28.2 Job Sharing**

The Employer shall not enter into any job sharing arrangements with employees without the written agreement of the Union.

**28.3 Personal Duties**

Employees will not be required to perform duties of a personal nature for supervisory personnel that are not related to the work of the Employer.

**28.4 Lunchroom**

The Employer will provide a clearly identified lunch area for staff members.

**ARTICLE 29 - CASUAL EMPLOYEES****29.1 Definition of Casual Employee**

- (a) "*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.
- (b) Casual employees will not be used in such a way as would reduce the number of regular full and/or part-time positions.

**29.2 Seniority and Application of Agreement**

Casual employees accrue seniority on an hourly basis and are covered by all provisions of the collective agreement except the following:

Clause 11.5.....	Re-Employment
Article 13.....	Layoff and Recall
Clause 14.4(b).....	Work Schedules
Clause 14.8.....	Notice of Work Schedules
Clause 16.3.....	Overtime on Day Off
Clause 16.5.....	Compensating Time Off
Clause 16.8.....	Overtime for Part-Time Employees
Clause 16.10.....	Callback
Article 17.....	Paid Holidays
Article 18.....	Vacation Entitlement
Article 19.....	Education Leave
Article 20.....	Special & Other Leave
Article 21.....	Pregnancy, Parental and Adoption Leave
Article 24.....	Health & Welfare
Clause 26.4.....	Rate of Pay on Reclassification or Promotion
Clause 26.5.....	Substitution Pay
Clause 27(b) – (g).....	Illness and Injury Leave
Clause 28.2.....	Job Sharing

**29.3 Casual Employee Probation**

- (a) Casual employees shall serve a probationary period of 485 hours of work.
- (b) The probationary period will not exceed nine months but may be extended up to an additional 485 hours provided written reasons are given for such extension.
- (c) A casual employee who has not completed their probationary period, and posts into a regular position in the same classification shall be required to complete their probationary period. A casual employee who has not completed the probationary period, and posts into a regular position in a

different classification shall complete probation and shall also be required to concurrently complete a qualifying period in accordance with Clause 12.10 - Qualifying Period.

(d) A casual employee who has completed probation and posts into a regular position shall not be required to serve another probationary period under Clause 12.9 - Probationary Period, but will be required to serve a qualifying period under 12.10 - Qualifying Period. If the posted position is the same classification in which the employee completed their probationary period, the employee will continue to receive the post-probation rate during the qualifying period. If the casual employee posts into a different classification, they will be required to complete a qualifying period in accordance with Clause 12.10 - Qualifying Period.

#### **29.4 Pay in Lieu of Vacation and Paid Holidays**

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

#### **29.5 Casual Call-in**

(a) Casual vacancies shall be filled in the following order:

- (1) Short call shifts (two hours or less notice, including the first shift of a block), will be filled at the discretion of the Employer (this is not subject to the call-in procedures as outlined below);
- (2) Regular part-time employees in accordance with Clause 14.3(b) - Hours of Work;
- (3) Casual employees in order of seniority.

(b) For the purpose of call-in, "*block*" is defined as two or more consecutive available shifts. Blocks will be offered in order of seniority as outlined in (a) above. Part-time employees can break a block more than once based on their availability and in accordance with 14.3 (b). A block of shifts can be broken once by the most senior casual electing to take some of the shifts.

(c) Part-time and/or casual employees who are already scheduled for work on the day of the casual vacancy are deemed unavailable for that vacancy. Part-time and/or casual employees who are scheduled to work within 16 hours of the end of the available shift shall not be offered that shift until after it has been offered to all other eligible employees.

(d) Any dispute regarding a casual shift on a posted schedule must be brought to the Employer's attention within seven days of the schedule being posted.

(e) Each department shall maintain a call-in book for the purpose of recording unscheduled absences from duty and the replacement of personnel. The call-in book shall show:

- (1) the date and time an employee reported their inability to work;
- (2) the shift they were unable to work;
- (3) the employees called to fill the shift;
- (4) the time of the calls;
- (5) the outcome of each call (accepted, declined, no answer, message left); and
- (6) the name of the person making the calls.

(f) For calls, the telephone will be permitted to ring six times or until voicemail is reached. In the event of a busy signal or voice mail, the next employee on the list will be called. If the employee calls back within 10 minutes and the shift has not been assigned, they will be assigned the shift. If an unanswered call is not returned within the hour, it will be considered a refusal.

- (g) If a call is not answered after six rings, the caller shall move to the next available employee. If an answering machine is reached or someone is available to take a message, the caller shall leave a message and then proceed down the list.
- (h) If an employee returns a call from a message left and the shift remains unfilled, it shall be offered to them. If the shift has already been filled, the employee shall be told that the shift is no longer available.
- (i) A seniority list for part-time and casual employees shall be posted and provided to the stewards and the Union quarterly in March, June, September and December.
- (j) Should a dispute arise from the casual call-in, the Employer agrees that access to the call-in records shall be given to a union representative.

### **29.6 Casual Availability**

- (a) All casual employees shall receive a letter of appointment upon recruitment clearly confirming their employment status. This letter shall 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, which should include at minimum availability for paid holidays and 180 hours over any fixed 12-month period (an average of additional two shifts per months). Employees will be contacted and scheduled based on seniority and the documented availability on file.
- (b) Within a month of ratification, casual availability shall be confirmed for current employees and include a minimum requirement over any fixed 12-month period. Except where the Employer and the casual employee mutually agree, the update shall require that the casual employee work a minimum of 180 hours and six of the paid holidays over any fixed 12-month period.
- (c) Except where a casual employee can demonstrate bona fide reason(s), the casual employee's name shall be removed from the casual list and their employment will end, if they fail to work the identified minimum number of hours outlined in (a) above. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the 12-month period.
- (d) Mid-way through the 12-month period, a casual employee who has worked fewer than the minimum hours outlined in (a) above, will be notified of the number of casual hours worked.
- (e) Casual employees are accountable for keeping their availability and contact information current. Casual employees may make themselves unavailable for up to three weeks to take unpaid vacation or for other extended periods if circumstances warrant (e.g. pregnancy, jury duty, bereavement). Requests for and approval of such unavailability periods shall be in writing.
- (f) If a casual employee refuses a shift for which they have submitted availability more than twice in a calendar month, without exceptional circumstances, they will be deemed to have resigned and their name removed from the casual register. A part-time employee's name will be removed from the casual register.
- (g) If a casual employee cancels an accepted shift two per quarter, without exceptional circumstances, they will be deemed to have resigned and their name removed from the casual register. A part-time employee's name will be removed from the casual register.

### **29.7 Transfer to Casual Status**

- (a) Regular employees may relinquish their regular position and request a transfer to casual status, provided that the Employer requires additional casual employees.

(b) The Labour Management Committee shall be made aware of such requests that are approved under this clause. The Labour Management Committee shall also be made aware of the status of the vacant regular position that is created through such a request.

(c) Regular employees whose requests to transfer to casual status have been approved shall be entitled to only such benefits as are available to casual employees. Such employees shall maintain all benefits to the date of the transfer, and shall continue to accrue seniority with no break in service. Accrued unused vacation, banked overtime and banked stat hours shall be paid out upon transfer to casual status. Accrued sick leave credits will be frozen pending return to regular or temporary status.

### **29.8 Illness and Injury Leave**

Casual employees will be covered by the provisions of Clause 27.1(a) of this agreement.

## **ARTICLE 30 - TEMPORARY EMPLOYEES**

### **30.1 Definition of Temporary Employee**

Temporary employees are hired to fill temporary positions or appointed to cover temporary absences of more than 60 days' duration. Temporary employees are members of the bargaining unit and benefit from the full terms of this collective agreement, except where otherwise indicated and/or modified.

### **30.2 Health and Welfare Benefits**

Benefits will be extended to temporary employees who are consistently scheduled to work a minimum of 25 hours weekly, who have served in one or more temporary positions for a period of eight consecutive months and whose full-time employment is intended to continue for a minimum of four additional months.

### **30.3 Illness & Injury Leave**

Temporary employees will be entitled to sick leave benefits upon completion of the standard probationary period. Clause 27.1(a) applies to any temporary employee notwithstanding the provisions of this clause.

### **30.4 Special and Other Leaves**

Temporary employees will be entitled to all special and other leaves excluding Leave for Public Duties and Long-Term Leave for union business.

### **30.5 Pregnancy/Parental Leave**

Temporary employees are entitled to pregnancy and /or parental leave. If such leave extends beyond the term of their temporary appointment, it will be considered to be an authorized unpaid leave from their original position and status.

### **30.6 Pay In Lieu of Vacation & Paid Holiday**

Temporary employees will receive vacation pay of 10.6% of straight-time pay in lieu of scheduled vacations and paid holidays on each pay. Temporary employees will not be entitled to paid vacation leave. Except as provided below, temporary employees will not accrue paid vacation leave.

Casual employees accruing vacation or overtime hours while temporarily working in a regular line, will have the option, upon return to casual status, of taking their banked time at the end of their temporary posting or being paid out. Casual employees who wish to take vacation time at the end of their temporary position must notify the Employer immediately upon acceptance of the appointment, indicating that the

six (6%) percent vacation benefit is not to be paid out on every payday but accrued instead. Four point six (4.6%) on account of general holidays will continue to be paid out every payday.

Accrued sick leave credits will be frozen pending future regular or temporary status.

### **30.7 Termination of Assignment**

- (a) Temporary employees are excluded from layoff and recall provisions.
- (b) When a temporary assignment ends, the employee shall revert to their former position/status.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.1 Duration**

This agreement shall be binding and remain in force and effect from April 1, 2021 to March 31, 2023. All provisions of the agreement are effective the date of ratification unless otherwise stated.

### **31.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2022 but in any event not later than midnight, January 31, 2023.
- (b) Where no notice is given by either party prior to December 31, 2022 both parties shall be deemed to have been given notice under this section on December 31, 2022, and thereupon Clause 31.3 of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

### **31.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 31.2 - Notice to Bargain of this article, the parties shall, within 30 days after the notice was given, commence collective bargaining.

### **31.4 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.

### **31.5 Agreement to Continue in Force**

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

### **31.6 Effective Date of Agreement**

The provisions of the collective agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this collective agreement.



**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF THE  
GOVERNING COUNCIL OF THE SALVATION  
ARMY IN CANADA ON BEHALF OF  
VANCOUVER HARBOUR LIGHT:**

DocuSigned by:  
*Stephanie Smith*  
Stephanie Smith  
President

DocuSigned by:  
*Josie Delpriore*  
Josie Delpriore  
Senior Director HWR

DocuSigned by:  
*Thomas Chang*  
Thomas Chang  
Bargaining Committee

DocuSigned by:  
*John Thompson*  
John Thompson  
Territorial Manager LR

DocuSigned by:  
*Christina Petrina*  
Christina Petrina  
Bargaining Committee

DocuSigned by:  
*Marianne Lemont*  
Marianne Lemont  
Regional Director HR (West)

DocuSigned by:  
*Takeshi Mori*  
Takeshi Mori  
Bargaining Committee

DocuSigned by:  
*Jim Coggles*  
Jim Coggles  
Executive Director

DocuSigned by:  
*Zoe Towle*  
Zoe Towle  
Staff Representative

DocuSigned by:  
*W. Tupling Guest*  
W. Tupling Guest  
Negotiator

DocuSigned by:  
*Andrew Schaffer*  
Andrew Schaffer  
Negotiator

Date: January 20, 2023

**APPENDIX A**  
**Harbour Light Wage Rates**

Position	April 1, 2021 - March 31, 2022		April 1, 2022 - March 31, 2023	
	Probationary	Post-Probationary	Probationary	Post-Probationary
Bus Person	\$18.3600	\$19.1100	\$20.2500	\$21.0000
Kitchen Helper	\$18.3600	\$19.1100	\$20.2500	\$21.0000
Cook	\$22.1800	\$22.9400	\$22.8679	\$23.6179
Dishwasher	\$18.3600	\$19.1100	\$20.2500	\$21.0000
Kitchen Supervisor	\$24.8200	\$25.5700	\$25.5871	\$26.3371
V.W.E.P. & Foodline Coordinator	\$27.7460	\$28.4960	\$28.6009	\$29.3509
Prep Cook	\$18.9000	\$19.6500	\$20.2500	\$21.0000
Shelter Worker 1	\$21.9500	\$22.7000	\$22.6310	\$23.3810
Shelter Worker 2	\$21.9500	\$22.7000	\$22.6310	\$23.3810
Caseworker	\$24.6100	\$25.3600	\$25.3708	\$26.1208
Housekeeper	\$19.7000	\$20.4500	\$20.2500	\$21.0000
Facilities Assistant	\$22.0800	\$22.8300	\$22.7649	\$23.5149
Desk Clerk	\$23.1600	\$23.9100	\$23.8773	\$24.6273
Support Attendant	\$23.1600	\$23.9100	\$23.8773	\$24.6273
Front Desk Supervisor	\$24.8200	\$25.5700	\$25.5871	\$26.3371
Driver	\$22.0800	\$22.8300	\$22.7649	\$23.5149
Maintenance Worker	\$19.7000	\$20.4500	\$20.2500	\$21.0000
Loading Dock Worker	\$19.2600	\$20.0100	\$20.2500	\$21.0000
Loading Dock Supervisor	\$24.8200	\$25.5700	\$25.5871	\$26.3371
Shipping & Receiving Supervisor	\$27.5796	\$28.3296	\$28.4295	\$29.1795
Counsellor #1*	\$24.8200	\$25.5700	\$25.5871	\$26.3371
Counsellor #2*	\$28.9108	\$29.6608	\$29.8006	\$30.5506
Counsellor #3*	\$31.0948	\$31.8448	\$32.0501	\$32.8001
Beacon Front Desk	\$21.9500	\$22.7000	\$22.6310	\$23.3810
Shelters Outreach Worker	\$22.9500	\$23.7000	\$23.6610	\$24.4110
Shelter Outreach Coordinator	\$24.4900	\$25.2400	\$25.2472	\$25.9972
Shelters Coordinator	\$24.0600	\$24.8100	\$24.8043	\$25.5543
Shelter Supervisor	\$24.8200	\$25.5700	\$25.5871	\$26.3371
Shelters Case Work Coordinator 1**	\$25.3800	\$26.1300	\$26.1639	\$26.9139
Shelters Case Work Coordinator 2**	\$26.1964	\$26.9464	\$27.0048	\$27.7548

\*Probationary rates will be 75¢/hr less than post-probationary rates for all new hires from date of ratification

Note: Retroactivity shall be paid to employees, who were actively employed on the date of ratification.

\* The following positions are paid at the Counsellor 1, Counsellor 2 or Counsellor 3 rate of pay, dependent on the employee's educational qualifications.

- CRF Counsellor
- CRF High Risk Case Worker
- CRF Case Worker
- CRF Outreach Worker

- CRF Mental Health Worker
- Addictions Counsellor
- Intake Counsellor
- Education & Skills Development Counsellor

Counsellor Level 1 has some Basic Counselling training but does not have their ICADC Certificate.

Counsellor Level 2 has ICADC Certification.

Counsellor #3 - has Master's degree.

Level 2 First Aid Attendant - \$43 biweekly

\*Shelters Case Work Coordinator 2 requires RSW certification; incumbent grandfathered in

**APPENDIX B  
Arbitrators**

Joan Gordon  
Chris Sullivan  
Irene Holden

**LETTER OF UNDERSTANDING #1  
Client Therapeutic Mentoring - Work Experience Program**

The parties agree that:

**PREAMBLE:**

The Salvation Army Vancouver Harbour Light is a unique, residential addiction and rehabilitation centre for alcohol and other drug dependent males. Its primary objective is to facilitate clients in achieving recovery from their addiction, and through a therapeutic process, assist the clients in acquiring experience and skills that will facilitate and enable them to maintain recovery and re-enter the workforce and to become productive citizens in the community.

*The Therapeutic Mentoring - Work Experience Program* involves compulsory program assignments, services rendered, work release opportunities and practical hands on work experience in a designated field of service at Harbour Light.

The parties agree to establish a Joint Community Resources Integration Committee (CRIC) composed of two union representatives involved in the program process and representatives of the Employer, unless otherwise agreed to between the Union and the Employer. The Committee shall meet a least once per month or at the call of either party, at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent attending meetings or doing the work of the Committee.

1. The Union recognizes and agrees that clients may participate in the day to day operations at Harbour Light for therapeutic value.
2. Clients participating in the Therapeutic Mentoring - Work Experience Program shall not be considered employees for the purposes of this collective agreement (i.e. program assignments, services rendered, CSC work release program, or work experience).

3. The Employer's current practice with respect to the application of the Client Therapeutic Mentoring - Work Experience Program of clients shall be maintained, unless it is in conflict with this Letter of Understanding.
4. The Employer agrees not to engage any clients in work performed by bargaining unit members which would result in a reduction of hours or the layoff of any employee who presently performs such work or prevents bargaining unit employees on recall from being recalled, including part-time and casual employees who request additional hours, if such employees are available.
5. The essential building block that will bridge the gap between a client's chronic addiction lifestyle shall cover the following time frame:

Three months (90 days) - completion of the Treatment Program which may include program assignments and;

A further three months up to twelve months following the completion of the Treatment Program in a services-rendered or CSC work release program work experience in a specific area of job training (i.e. desk clerk, janitor). In any event, a client's date of entry into the Treatment Program and Therapeutic Mentoring - Work Experience shall not exceed a total of 15 months.

The following shall be adhered to with regard to Volunteer Work Experience Program clients.

- (a) Issues (including workload) created due to the use of Volunteer Work Experience Program clients will be dealt with at the Labour Management Committee.
- (b) Employees required to oversee the training of a Volunteer Work Experience Program client shall be paid a premium of one dollar per hour for each hour or part thereof.

### **LETTER OF UNDERSTANDING #2 Volunteers**

The Harbour Light engages many individuals who volunteer or donate their time to assist at Harbour Light in various capacities (including Christmas Day).

The use of volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

### **LETTER OF UNDERSTANDING #3 Temporary Programs**

Temporary positions of more than 60 days' duration created by temporary programs shall be posted. All employees are eligible to apply. Consequent vacancies created by the awarding of temporary positions will not be posted, but will be filled within each classification in order of overall bargaining unit seniority. In cases where there is no one to fill position in order of seniority, the subsequent vacancy or vacancies shall be posted.

**INFORMATION APPENDIX 1****Conversion Guide for Modified Hours of Work**

*Note:* This guide is intended to be used solely to convert benefits set out in the collective agreement that are based upon a 7.5 hour paid workday or 37.5 hour paid workweek into the equivalent benefit for modified hours of work. For a full description of any benefit mentioned below employees should refer to the collective agreement, the provisions of which shall prevail in the event of any discrepancy with this guide. Casual employees should refer to Article 29 - Casual Employees, to determine which provisions of the collective agreement apply / do not apply to their employment.

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

Each year there are 1,950 work hours for a regular full-time employee (FTE):

- 37.5 hours per week X 52 weeks per year = 1950 hours per year

Modified Hours of Work are as follows:

*Crosswalk Shelter*

The hours of work at the Crosswalk Shelter shall be 9½ hours per day paid at straight-time, exclusive of a ½ hour unpaid meal break. Regular full-time employees shall work a four-day week. The maximum regular weekly hours of work shall be 38 hours (9.5 hours x 4 days = 38 hours).

*Anchor Shelter*

The hours of work at the Anchor Shelter shall be 11 hours per day paid at straight-time, including three 15-minute paid rest breaks but exclusive of two ½ hour unpaid meal breaks. Anchor Shelter Workers will work a continuous rotating schedule of 4 nights ON and 4 OFF.

This rotating schedule would accrue overtime if worked for an entire calendar year. As a result, Anchor Shelter Workers must take a certain number of days off without pay ("*overtime day*" to limit their hours of work to 1,860 [1,950 including paid holidays]). The two employees whose lines fall during the first week of January each year will take 13 overtime days during the year; the other two employees will take 12 overtime days.

**ARTICLE 17 - PAID HOLIDAYS:**

There are 12 paid holidays each calendar year. A regular employee shall be paid for holiday when they have been employed for 30 days and has worked 15 days of the 30 days preceding the holiday. Each eligible regular employee will receive 90 hours of holiday pay each year:

$$12 \text{ holidays} \times 7.5 \text{ hours/holiday} = 90 \text{ hours of holiday pay}$$

For eligible regular employees:

- **Holiday Falling on the Scheduled Workday:** Employees not working on the holiday, receive 7.5 hours of holiday pay.
- **Holiday Falling on the Scheduled Workday:** Employees working on the holiday are paid time and one-half for the duration of their shift and receive an additional 7.5 hours banked in lieu of the holiday.
- **Holiday Falling on a Scheduled Day of Rest:** Employees receive 7.5 hours banked in lieu of the holiday.

**ARTICLE 18 - ANNUAL VACATION ENTITLEMENT:**

To convert days of vacation entitlement into comparable hourly entitlement, you multiply the number of days by 7.5.

Example:

- An employee who has 5 years of continuous service working 9.5 hours per day is entitled to 15 days of vacation.
  - Multiply the vacation entitlement by 7.5 to arrive at vacation hours:  
15 days X 7.5 hours/day = 112.5 hours of paid vacation

\*These hours will be paid out for time taken off work as vacation.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE:****Clause 20.1 Bereavement Leave:**

In the case of bereavement for immediate family members leave with pay is granted for up to three 7.5 hour days at regular rate of pay.

- 3 days X 7.5 hours/day = 22.5 hours

\*These hours will be paid out for time taken off work as bereavement leave.

**Clause 20.4 Family Responsibility Leave:**

In the case of family responsibility (special leave) leave with pay is granted up to four 7.5 hour days at regular rate of pay.

- 4 days x 7.5 hours/day = 30 hours

\*These hours will be paid out for time taken off work as family responsibility (special) leave.

**ARTICLE 27 - ILLNESS AND INJURY**

The Employer will calculate sick pay provided under Section 27.1(a) in accordance with the provisions of the *BC Employment Standards Act* multiplying the period of the leave and the average day's pay, where the average day's pay is determined by the formula amount paid in the thirty (30) days before the leave (including vacation pay but excluding overtime pay) ÷ days worked in the thirty (30) days before the leave.

In all other cases, accumulation of sick leave credits will be based on one 7.5 hour day per month to a maximum of 85 days (85 days X 7.5 hours/day = 637.5 hours)

\*These hours will be paid out for time taken off work as sick leave.

**INFORMATION APPENDIX 2  
Provision of Personal Alarms**

4 August 2022

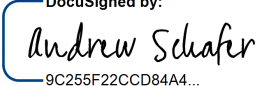
Zoe Towle  
Negotiations Representative  
BCGEU

Dear Zoe:

Provision of Personal Alarms at Harbour Light

This topic was discussed at bargaining. It is understood that the purpose of such alarms is for personal safety rather than for surveillance of employees. Management commits to bringing this topic to the Joint Occupational Health and Safety committee for discussion including recommended locations for use.

Yours truly,  
THE SALVATION ARMY HARBOUR LIGHT

DocuSigned by:  
  
9C255F22CCD84A4...  
Andrew Schafer  
Negotiator

**MEMORANDUM OF AGREEMENT # 1  
VIOLENCE RISK ASSESSMENT**

A violence risk assessment for all departments and in all facilities will be conducted by June 30, 2023.

The assessment will be conducted by members of the Joint Occupational Health and Safety Committee comprising of equal employer and union representatives. The Union will choose its representatives.

Third-party consultants may be invited to participate in the assessment.

The assessment will include, but not be limited to, reviews of the physical facilities, staffing levels, policies, incident reporting processes, the use of radios, panic buttons, and other personal communication tools and any other safety matters identified during the assessment.

The final assessment will be shared with the Joint Occupational Health and Safety Committee, and Labour-Management Committee.

**MEMORANDUM OF UNDERSTANDING #1  
ARTICLE 14.6 MEAL PERIOD AND PAID BREAKS**

This Memorandum of Understanding is intended to outline the parties' discussions on Article 14.6 (Meal Periods) in the collective agreement on when an employee who normally works a shift with an unpaid meal period would be paid for their 30-minute meal period.

- (a) The parties recognize the importance of a meal break in or around the middle of an employee's shift. Whenever possible, work should be interrupted or set aside to allow for a meal break in accordance with the *Employment Standards Act*.
- (b) Departmental Managers, Supervisors and/or Coordinators are responsible to ensure that where necessary employees are relieved by other employees in order to take their meal break. Management may schedule breaks on some shifts as a guide to Supervisors and Coordinators.
- (c) The parties recognize that there may be times when employees cannot take their meal break as scheduled, are required to work through their meal breaks, or be available during their meal break. In these situations, the Manager (if present on site), Supervisor or Coordinator should determine whether:
- i. tasks can be left incomplete, or
  - ii. an employee's meal break can be postponed until a task has been completed, or
  - iii. an employee must work through their meal break to complete their tasks, or
  - iv. an employee must stay on site and be available during their meal period.
- (d) Employees who are required by their Coordinator or Supervisor to keep a radio with them during their break will be considered "*be[ing] available*" for the purpose of Article 14.6(b), Meal Periods.
- (e) In cases of (c)(iii) or (iv) an employee will be paid in accordance with Article 14.6(b), Meal Periods. The Supervisor or Coordinator should record or email the circumstances in question to departmental management to ensure the employee is paid.

**MEMORANDUM OF UNDERSTANDING #2  
SHELTERS MEAL BREAKS WHEN SHORT-STAFFED**

The relocation of the Beacon, Crosswalk and Haven shelters to temporary premises at 108 E. Hastings St. has, in essence, created two shelter groups, namely the three shelters at #108, and the Anchor or Sutherland shelter at 119 E. Cordova. This is because, for safety reasons, shelters staff on overnight shifts (Anchor and Crosswalk) and graveyard shifts (Beacon, Haven and Sutherland) must not travel between #108 and #119 except for shift change and meal service.

This means that each shelter "*group*" must be self-sufficient in responding to incidents at one of their shelters (the Anchor or Sutherland shelters staff have support from Harbour Light Front Desk and Support Attendants).

The parties recognize that there may be times when Coordinators, Supervisors or management are unable to replace a shelter worker who has called in sick or is absent from a scheduled shift for some other reason. In cases where overnight or graveyard staff are working with one less than the full staffing complement for their entire shift, then the on-shift employees at the affected shelter group will each be paid for their ½ hour meal break at straight-time rates.

For the purposes of this MOU, a full staffing complement will be:

- a. 108 - six (6)
- b. 119 - two (2)

This MOU will be in effect until such time as all shelters are co-located in the new Harbour Light at 130 E. Cordova St.