

# **COLLECTIVE AGREEMENT**

Between



**COHO MANAGEMENT SERVICES SOCIETY  
FIELD OPERATIONS**

And



**Effective: August 1, 2021 – July 31, 2024**



# TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT.....	1
ARTICLE 2 - RECOGNITION.....	1
ARTICLE 3 - UNION SECURITY .....	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	4
ARTICLE 5 - DEFINITION OF AN EMPLOYEE .....	4
ARTICLE 6 -SENIORITY .....	5
ARTICLE 7 - JOB POSTING AND JOB AWARDS.....	7
ARTICLE 8 - HOURS OF WORK.....	8
ARTICLE 9 - STATUTORY HOLIDAYS.....	11
ARTICLE 10 - VACATIONS .....	12
ARTICLE 11 - LEAVES OF ABSENCE.....	12
ARTICLE 12 - HUMAN RIGHTS NO DISCRIMINATION.....	15
ARTICLE 13 - SAFETY.....	18
ARTICLE 14 - GENERAL .....	18
ARTICLE 15 - TECHNOLOGICAL CHANGE .....	20
ARTICLE 16 - DISCIPLINE .....	20
ARTICLE 17 - GRIEVANCE PROCEDURE.....	21
ARTICLE 18 - GROUP BENEFITS.....	23
ARTICLE 19 - EXPENSES .....	25
ARTICLE 20 - PAID EDUCATION LEAVE AND SOCIAL JUSTICE FUND .....	26
ARTICLE 21 - DURATION.....	27
ARTICLE 22- WAGES & CLASSIFICATIONS .....	27
APPENDIX "A" – WAGES .....	29
LETTER OF UNDERSTANDIN #1 .....	30
LETTER OF UNDERSTANDING #2 .....	31
LETTER OF UNDERSTANDING #3 .....	32
LETTER OF UNDERSTANDING #4 .....	33
SIGNATURES.....	34



## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **1.01 IT IS THE PURPOSE OF BOTH PARTIES TO THIS AGREEMENT:**

- (a) to maintain relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) to recognize the mutual value of joint discussions and problem-solving concerning matters related to the Company and the Collective Agreement;
- (c) to promote the morale, well-being and security of all employees in the Bargaining Unit of the Union;
- (d) to promote and maintain harmonious relations between the Employer and members of the Union;
- (e) to provide an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by the Agreement respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable; and
- (f) to enable the Parties to this Agreement to work together to ensure the services of the Company are provided as effectively as possible.
- (g) To provide a framework for the promotion of best practices in employment standards, human rights and occupational health and safety.

## **ARTICLE 2 - RECOGNITION**

### **2.01 EXCLUSIVE BARGAINING AGENT**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 1.01(c) hereof, for the purpose of determining all working conditions and conditions of employment.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the life of this Agreement which vary the terms and conditions of employment contained herein.
- (c) The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered or may be covered by the certification.

### **2.02 PERFORMANCE OF BARGAINING UNIT WORK**

- (a) The Employer acknowledges its intent to use only Bargaining Unit employees to work on jobs that are currently the responsibility of Bargaining Unit employees and to hire Bargaining Unit employees to work on any additional Bargaining Unit jobs that may arise.
- (b) The Union recognizes that there may be circumstances when employees whose regular jobs are not in the Bargaining Unit are required to work on Bargaining Unit jobs. These circumstances are:

- (i) when no Bargaining Unit employees are available; or
  - (ii) for training purposes; or
  - (iii) when a client will otherwise be lost; or
  - (iv) other circumstances that may be agreed to from time to time between the Parties.
- (c) The performance of Bargaining Unit work by excluded personnel will not exceed past practice.

### **2.03 CONTRACTING OUT**

- (a) The Employer shall not contract out work regularly performed by members of the Bargaining Unit where it would result in the reduction of hours, or layoff or delay of recall of a member of the Bargaining Unit.
- (b) Notwithstanding 2.03(a), the Employer may contract such work on a short-term basis only and this will not be used to avoid the hiring of Bargaining Unit employees.

### **2.04 SERVICES, PRODUCTS PRODUCED UNDER FAIR LABOUR CONDITIONS**

The Employer undertakes, wherever possible, to use services, products, and other materials necessary to the proper functioning of its establishment, manufactured and produced under conditions that are environmentally sensitive and under fair labour conditions.

### **2.05 SHOP STEWARDS**

- (a) Shop Stewards selected by the Union shall be recognized by the Employer provided the Union has notified the Employer in writing of the names of the stewards. Reasonable time spent by Shop Stewards to report or resolve grievances or to attend meetings specifically provided for herein shall be considered time worked, provided that such time will not create overtime that is compensated other than at straight time.

Such meetings are not to unduly interfere with operations. Only one (1) of the Shop Stewards shall act at any one time. Under no circumstances shall a Shop Steward take any action or issue any instruction which will interfere with the delivery of service to clients or affairs of the Employer or with the Management of or direction of the workforce.

- (b) All new employees will be introduced to the Shop Stewards if available, during the first day of employment during a mutually convenient time. The Employer agrees to provide the Shop Steward and each new employee fifteen (15) minutes paid time (to be mutually agreed) for Union orientation.
- (c) The Employer agrees that there will be no discrimination against an employee who is carrying out the duties of Shop Steward.

## **2.06 UNION ACCESS TO EMPLOYER'S PREMISES**

The Union Representative(s) duly authorized and with prior notice to the Employer, shall be allowed access to the Employer's premises during regular working hours.

## **2.07 BULLETIN BOARD**

The Employer will provide a bulletin board on the premises for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Shop Stewards.

## **2.08 MEETINGS TO CONDUCT UNION BUSINESS**

Union Representatives and Shop Stewards shall seek authorization from the Employer to hold meetings on the Employer's premises during regular working hours. Such meetings are not to unduly interfere with operations and shall be unpaid unless prior arrangements were made with the Employer.

# **ARTICLE 3 - UNION SECURITY**

## **3.01 CHECK-OFF: PROCESS AND PROCEDURE**

- (a) The Employer shall deduct initiation fees, Union dues, and assessments upon receipt of a signed authorization by an employee, on the following pay period. Such authorization is to be completed and signed by the employee on commencement of employment. These monies, together with an itemized statement, are to be remitted by the Employer by the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions are made. All new employees coming into the Bargaining Unit shall complete and sign the Union application card. The cards will be supplied to the Employer by the Union.
- (b) Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary-Treasurer.
- (c) The Employer agrees to show on each employee's T4 slip the amount of dues deducted.

## **3.02 MEMBERSHIP**

All present and future employees shall be members of the Union and shall remain members in good standing as a condition of employment. Subject to this Article 3, the Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer blameless against any and all suits, claims, demands, or liabilities that may arise for the purpose of complying with the provisions of this Clause.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **4.01**

The Union recognizes the right of the Employer to operate the business and direct the staff subject to the provisions of this Agreement and the right of the Union or the employees to grieve, as provided in Article 17.

### **4.02**

The Union further recognizes the right of the Employer to make, alter and enforce reasonable rules and regulations to be observed by the employees.

### **4.03**

The Employer agrees to exercise its Management rights in a fair and reasonable manner.

## **ARTICLE 5 - DEFINITION OF AN EMPLOYEE**

### **5.01 PROBATIONARY PERIOD**

Each employee shall serve a probationary period of six (6) calendar months, including statutory time, commencing with their date of hire. The probationary period may be extended if the employee is absent for a significant period of more than fourteen (14) days during the first six (6) months. If an employee is not meeting the expected standards the probationary period may be extended upon the written agreement of the Local Representative of the Union.

As part of the probationary process, the Employer will identify and offer orientation and training to the new employee. Management will provide appropriate training and orientation, via a training model, to be developed in consultation with staff. The Employer will also provide feedback to the employee on the employee's progress toward reaching the required qualifications. The Employer will provide the employee a written evaluation at three (3) months of employment and five (5) months of employment. The Local Representative of the Union will be provided a copy of the evaluation.

If the Employer decides that the employee is unsuitable for continued employment, the Employer may terminate the employee's employment at any time during the probationary period. Such action may be grieved by the employee. The Employer will provide written notification to the Local Representative and Chief Steward at the time of termination.

### **5.02 REGULAR EMPLOYEE**

A regular employee shall be defined as an employee who is scheduled to work on a continuous basis and has passed the probationary period.

### **5.03 TEMPORARY AND CASUAL EMPLOYEES**

Temporary and casual employees shall be defined as an employee so informed in writing by the Employer at the start of employment.



- (a) Temporary employment shall be for a special project or a specified period of time not exceeding ninety (90) calendar days in duration, except for employees in temporary vacancies created by Parenting Leave, Sick Leave (beyond five (5) days), Union Leave, or when extended by mutual agreement between the Union and the Employer.
- (b) Casual Employment is defined as an employee who works from time to time on an "on-call basis for sick (more than five (5) days), vacation or on-call coverage. Casual employees are not covered by the following Articles in this Collective Agreement, Article 6 – Seniority, Article 7.03 – Selection Process, Article 10 – Vacations, Article 11 – Leaves of Absence, Article 15 – Technological Change, Article 18 – Group Benefits.
- (c) A temporary employee shall be defined as an employee so informed in writing by the Employer at the start of employment. Temporary employment shall be for a special project or a specified period of time not exceeding ninety (90) calendar days duration, except for employees in temporary vacancies created under Parenting Leave, Sick Leave, Union Leave or when extended by mutual agreement between the Union and the Employer. An employee will be considered to have moved from temporary to regular employment after they have served six (6) consecutive calendar months.

#### **5.04 EMPLOYMENT GRANT EMPLOYEE**

An Employment Grant Employee is defined as an employee who is hired on a temporary basis by means of an externally secured government or other employment grant. Employment Grant Employees are not covered by the following Articles in this Collective Agreement and will qualify for the legislated vacations and statutory holidays: Articles 6, 7, 9, 10, 11, 13.03, 15, 20, & 21.

In the event an Employment Grant Employee is hired into a higher classification, they will commence serving the probationary period under 5.01. Upon successful completion of the probationary period, seniority shall be backdated to the date of hire into the higher classification. An Employment Grant Employee reclassified to regular status within six (6) months of completion of the Employment Grant Contract will have seniority rights under this Collective Agreement based on accumulated time worked.

### **ARTICLE 6 -SENIORITY**

#### **6.01 SENIORITY DEFINED**

Seniority is defined as the length of continuous service with the Employer from date of hire.

#### **6.02 ELIGIBILITY FOR SENIORITY ENTITLEMENT**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

### **6.03 SENIORITY CANCELLED**

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is on layoff for more than twenty-four (24) months;
- (d) is recalled to work and does not report to work;
- (e) is deemed to have resigned under the provisions of Article 11.05.

### **6.04 LAYOFF PROCEDURE**

It is recognized that a workforce reduction or staff redundancy may become necessary due to lack of work, financial difficulty or reorganization. Any such action will be taken in accordance with the following provisions.

- (a) Where there is limited impact:
  - (i) Employees will be provided with thirty (30) calendar days' notice or pay in lieu prior to the date of layoff or a combination of notice and pay.
  - (ii) Employees shall be laid off by classification in reverse order of seniority.
  - (iii) An employee in an affected position will have the right to displace any employee with less seniority, subject only to the Employer being satisfied that they have the ability to perform the normal duties of the position following a one (1) month familiarization period. If the employee undergoes the familiarization period and, if the employee does not successfully complete this period, they will immediately be placed on layoff with recall rights.
  - (iv) Employees who are being displaced by an employee with more seniority will be provided with the same notice and rights as the employee originally affected.
  - (v) In the event of a layoff, the Parties will meet to discuss alternatives to layoff.
- (b) In the event a significant number of employees are affected by layoff or technological change including automation, the Parties will address the matter under the provisions of the Labour Code.

### **6.05**

Once laid off, an employee will have recall rights for a period of twenty-four (24) consecutive months from the last date of lay-off.

### **6.06**

Employees who are laid off are required to ensure that the Employer and Union are kept informed of their current address.

## **6.07 SENIORITY LISTS**

The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists will commence with the most senior employee, and carry on downward to the most junior employee and shall include addresses and telephone numbers. The Employer agrees to provide the Union with a revised seniority list upon request.

## **6.08 SEVERANCE**

Laid off employees shall choose to accept either:

- (a) Severance pay, in which case they shall extinguish the right of recall; or
- (b) Retain the right of recall according to the provisions of this Agreement.

Severance pay shall be one (1) week for each year of service with COHO Management Services – Field Operations, to a maximum of twelve (12) weeks' pay or notice in lieu.

## **6.09**

Employees with four (4) or more years of continuous service and who have been laid off and who have extinguished their right of recall will be provided with a three hundred-dollar (\$300.00) allowance for the purpose of assisting in searching for other employment.

## **ARTICLE 7 - JOB POSTING AND JOB AWARDS**

### **7.01 JOB POSTING**

- (a) Job posting, including temporary vacancies of thirty (30) days and more for positions within the Bargaining Unit shall be emailed to all active employees and posted for not less than five (5) working days. The Shop Steward and the Union shall receive copies of all job postings. The Employer shall fill job vacancies in accordance with Article 7.03 before hiring new employees.
- (b) All applications on posted jobs shall be in writing or on a form provided by the Employer.
- (c) The Employer shall use its best efforts to ensure that all employees, including employees on layoff, vacation and/or other approved leaves of absence, are informed of any vacancies which arise by email sent to their work and personal email addresses. Employees are responsible for providing the Employer with current email addresses for this purpose.

### **7.02 JOB POSTING DETAIL**

The posting shall contain the following information:

- (i) the job classification;
- (ii) a general outline of the duties and responsibilities;
- (iii) the anticipated hours of work per week;
- (iv) the applicable wage rate.

If the vacancy referred to herein occurs without advance notice to the Employer, the Employer shall fill the vacancy from amongst employees qualified to perform the tasks of the job until the job posting procedure has been completed.

### **7.03 SELECTION PROCESS**

- (a) Preference for job awards shall be given to employees who have the seniority and the skills and qualifications. Employees awarded jobs in accordance with this provision are subject to a trial period of fifteen (15) working days.
- (b) Should, during the trial period, the employee be unable to fulfil the job requirements or should they decide that they do not want to continue in the job, then the employee shall return to their former position.
- (c) The Employer agrees to award the posted position within fourteen (14) business days of the posted closing date.
- (d) Should the Employer be unable to complete the selection process within fourteen (14) business days, the Employer will notify the Union and the Shop Stewards of the reasons and the anticipated completion date.

### **7.04 AWARDED JOB POSTED**

A copy of the awarded job shall be posted on the bulletin board within five (5) business days of the award and a copy shall be forwarded to the Union.

## **ARTICLE 8 - HOURS OF WORK**

### **8.01**

- (a) Core office hours will be up to seven and one-half (7½) hours per day Monday through Friday, thirty-seven and one-half (37½) hours per week exclusive of an unpaid lunch period.
- (b) The Parties recognize that in order to meet client needs, these hours of work must be flexible and will be administered consistent with past practice.
- (c) Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work.
- (d) In cases of emergencies, an employee called back to work after completion of their scheduled shift, or called in to work on a scheduled day of rest, shall be paid the greater of actual time worked at the appropriate rate of pay, or three (3) hours at straight time.
- (e) On the request of the employee, hours and days of work may be changed if agreed in advance by the Employer. Such agreement is subject to operating requirements but will not be unreasonably withheld. It is understood that such arrangements will not incur overtime.

(f) **Hours of Work**

Subject to the terms of this Agreement and consistent with past practice, when an employee's hours are less than thirty-seven and one-half (37½) hours a week the Employer will make reasonable best efforts to find additional work to maintain thirty-seven and one-half (37½) hours pay should the employee wish to work full-time hours, subject as always to the needs and demands of the overall client portfolio.

- (g) Employees are invited to advise the Employer in writing of any preference they have for full-time or other hours of work or particular client assignments. While the Employer is under no obligation to consider seniority in determining specific client assignments preference will be given to more senior employees to maximize their hours as opportunities arise.

**8.02 REST PERIODS**

All employees working a shift of six (6) or more hours, inclusive of rest periods, are entitled to two (2) paid fifteen (15) minute rest periods, one (1) before and one (1) after the unpaid lunch period. Employees working at least three (3) hours but less than six (6) hours are entitled to one (1) paid fifteen (15) minute rest period. Paid rest periods and unpaid lunch periods shall not be used to delay the start of a shift or to end a shift early or to interfere with scheduled COHO or client assignments.

**8.03 OVERTIME**

- (a) All overtime that is worked must be authorized in writing, in advance unless arrangements have been made with the Supervisor, or there must be a demonstrable emergency with reasons that required the overtime.
- (b) Hours worked as overtime will be accrued as banked hours and may be withdrawn in whole or in part as time off at a mutually agreed upon time. Any unused accrued overtime will be paid out by December 31<sup>st</sup> of each calendar year or may be carried over to the subsequent year. It is understood that both Parties will make every effort to reach mutual agreement. Where mutual agreement has not been reached, the Employer may require an employee to take designated time off.
- (c) An employee shall receive overtime of one and one-half (1½) times for all hours worked in excess of:
- (i) eight (8) in a day; and
  - (ii) forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.
- (d) An employee shall receive overtime of two (2) times for all hours worked in excess of:
- (i) eleven (11) in a day; and
  - (ii) forty-eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.

- (e) Management recognizes added workloads resulting from client changes and agrees that overtime will in all likelihood become necessary. Management agrees to pay out the overtime as a result of client change for a period of three (3) months.

#### **8.04 No PYRAMIDING**

The Parties agree that there shall be no pyramiding of rates of pay, overtime premiums, or other such premiums contained in this Agreement. Time taken off under Article 11.01 will not be included in the calculation of overtime.

#### **8.05 MINIMUM PAY**

- (a) Where Work Commences

Four (4) hours will be paid at regular rate, if the employee starts work unless the work is suspended for reason completely beyond the Employer's control, including unsuitable weather conditions, in which case two (2) hours or the time worked, whichever is greater, will be paid at the regular rate.

- (b) Where Work Has Not Commenced

Two (2) hours paid at regular rate, unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

#### **8.06 ON CALL DUTIES**

On Call duties will be posted and awarded every three (3) months as per Article 7 of the Collective Agreement (Job Posting and Job Awards). The premium paid will be fifty dollars (\$50.00) per day on week days and seventy-five dollars (\$75.00) on week ends. Overtime rates will apply for all hours worked beyond regular full-time hours.

Three (3) positions will be filled according to the provision described above. If positions become vacant and cannot be filled by posting, the Employer may require employees to fill the positions. This provision, if necessary, will be applied to qualified employees in reverse order of seniority.

No employee is required to be on call for two (2) consecutive months. As such, employees will be required to be on call in reverse order of seniority starting from the junior up to the most senior employee.

The Employer will develop additional procedures governing the administration of on call duties in consultation with the Liaison Committee.

Should the Employer be unable to fill the on-call positions with regular employees, qualified temporary and casual employees will be assigned on-call responsibilities.

## ARTICLE 9 - STATUTORY HOLIDAYS

### 9.01 PAID HOLIDAYS

(a) Statutory Holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
B.C. Day	Labour Day
Thanksgiving Day	National Truth & Reconciliation Day
Remembrance Day	Christmas Day
Boxing Day	Cell intentionally left blank

(b) Winter Holidays

Normal business days occurring between Boxing Day and New Year's Day will be paid time off.

On occasion, COHO may require work to be completed during the winter holiday break at a client's request. The employee may voluntarily choose to accept this assignment or the Employer will contract out based on the terms of Article 2.03 in the Agreement. Should an employee voluntarily choose to work during the winter holidays, they will be eligible for time off, equivalent to the number of hours worked.

### 9.02 ELIGIBILITY

Eligible employees shall receive the day off with pay on a Statutory Holiday. To be eligible for Statutory Holiday pay, an employee must have worked or earned wages or received income related to employment with the Employer for at least fifteen (15) of the last thirty (30) consecutive calendar days unless compensated by a third-Party insurance provider.

If an employee has worked less than fifteen (15) of the last thirty (30) days before the statutory holiday, the employee will be paid one-fifteenth (1/15) of their total wages, excluding overtime, for that thirty (30) day period.

### 9.03

All holidays will be with pay and where holidays occur during an employee's vacation the day will be recorded as a holiday and not a vacation day.

### 9.04

An employee may exchange a religious holiday not otherwise included for an organizational holiday if the Employer agrees to the substitution in advance and it does not result in additional expense to the Employer as a result of the exchange.

## ARTICLE 10 - VACATIONS

### 10.01

All regular employees are entitled to paid vacation as follows:

< 1 year of service	3 weeks, prorated at 6% of gross annual salary earned
1 – 4 years of service	3 weeks at 6% of gross annual salary earned
4 – 9 years of service	4 weeks at 8% of gross annual salary earned
9+ years of service	5 weeks at 10% of gross annual salary earned

Total earnings will be as defined in the Employment Standards Act of B.C.

### 10.02

Employees may select all or part of their vacation dates in a calendar year between January 1<sup>st</sup> and March 31<sup>st</sup> of each year. Allocation of these requests will be handled in order of seniority subject to operating requirements. Vacations not selected by March 1<sup>st</sup> will be scheduled on a first-come basis.

### 10.03

Remaining vacation dates will be allocated on the basis of first come, first served. The Employer will respond to these vacation requests within seven (7) days of the employee submitting the request. When two (2) or more requests are being considered at the same time for the period, they will be granted in order of seniority.

### 10.04

Once confirmed, vacation dates cannot be changed except if displaced by another leave being taken by the employee or by mutual agreement.

### 10.05

If an employee is sick while on vacation, the employee may claim sick leave and take vacation at another time, however, a physician's statement may be required as substantiation.

### 10.06

Where mutually agreed between the employee and the Employer, the employee may transfer vacation from one year to the next. However, each employee must take no less than two (2) weeks' vacation in any year.

### 10.07

Vacation is taken within the calendar year in which it is earned. If an employee leaves employment for reasons other than lay-off with a vacation deficit, the Employer may debit the outstanding amount from the employee's final pay.

## ARTICLE 11 - LEAVES OF ABSENCE

### 11.01 SICK, FAMILY RESPONSIBILITY LEAVE

- (a) For the purpose of this provision, family shall be accepted by the Employer as it is defined by each employee.



- (b) For regular and temporary employees only, paid sick leave is earned at a rate of seven and one-half (7½) hours per month for all employees on the standard work week. Employees working less than the standard work week shall earn sick leave on a pro-rated basis. Sick leave may be used only for the following:
  - (i) employee or family member illness or injury; or
  - (ii) medical or dental appointments for an employee or dependent where the employee is the primary care giver and such appointments cannot be scheduled outside of working hours.
- (c) The use of such time will not be used to create overtime hours.
- (d) Employees may accrue paid sick leave to a maximum of ninety (90) hours, prorated for employees working fewer than the standard work week. Unused sick leave will carry over from one calendar year to the next but will not be paid out if an employee leaves employment. Notwithstanding the provisions of Article 11.01(e), accrued sick leave will never exceed the maximum as defined in this Article, and no employee will be entitled to use more than the maximum paid sick leave in any one calendar year.
- (e) Accumulation of sick leave will continue during an employee's employment except for periods of unpaid leave. Regular employees may take sick leave in advance of it being accrued. However, if an employee leaves employment for reasons other than layoff with a sick leave deficit, the Employer may deduct the outstanding amount from the employee's final pay.
- (f) Where an employee has been granted sick leave as a result of an accident, illness or other event for which a third Party may be responsible, the employee shall be obliged to reimburse the Employer the amount received from the third Party, but in no case shall the reimbursement exceed what the employee received from the Employer in sick leave benefits.
- (g) To qualify for leave of absence under this provision, the employee must provide a medical certificate if requested by the Employer.
- (h) Sick leave may only be used where there is no WCB, EI, ICBC, LTD, or other insurance coverage available.

#### **11.02 MATERNITY AND PARENTAL LEAVE**

All employees will be entitled to Maternity and Parental Leave as provided for in the Employment Standards Act with full coverage in benefit and insurance programs continuing unchanged during the term of the leave. The Employer will provide unpaid maternity leave of up to seventeen (17) weeks and unpaid parental leave of up to thirty-seven (37) weeks. Full coverage for all benefit and insurance programs will continue unchanged during the term of the leave.

#### **11.03 UNION BUSINESS LEAVE**

- (a) Incidental

The Employer will grant a reasonable leave without pay for conventions, rallies or elections. Such permission is subject to operating requirements

but will not be unreasonably denied. Application for leave will be made at least fourteen (14) calendar days in advance. The Employer may elect to continue paying the employee at the applicable rate, in which case the Union will reimburse the Employer the actual cost of the employee's wages.

**(b) Full-Time**

An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted an unpaid leave for that purpose. The Union will advise the Employer of the name of such employee, the term of the leave and the purpose at least thirty (30) calendar days in advance. The Union will repay the Employer for the Employer's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Employer.

**11.04 JURY AND WITNESS DUTY LEAVE**

Employees will be entitled to paid leave, with full coverage in benefit and insurance programs continuing unchanged, for the period required to:

- be available for jury selection;
- serve on jury;
- attend by subpoena or summons as a witness in any proceeding held under the authority of anybody that is authorized by law to make inquiry and to compel the attendance of witnesses before it.

Such paid leave will be provided for a maximum of two (2) weeks except that the Employer may continue paid leave for a longer period under special circumstances. Where paid leave ceases following this two (2) week period, the employee may continue on unpaid leave with full coverage in benefit and insurance programs continuing unchanged during the term of the leave.

Any payment the employee receives for attendance at any of the above proceedings, other than payment for incidental, accommodation and travel expenses, must be declared and will be deducted from the employee's regular salary for the period of the paid leave.

**11.05 PERSONAL LEAVE**

Subject to operating requirements, with thirty (30) days' notice, employees may be allowed leave without pay for up to one (1) year for education, civic duty or for other personal reasons. Such leave will not be unreasonably denied. The employee may continue their participation in benefit and insurance programs during the leave subject to arrangements being made for the employee's payment of both the Employer's and the employee's portion of any premiums to be made monthly, when due. The Employer will notify the employee in writing of the deadlines for making premium payments. Thereafter, it will be the employee's sole responsibility to remit payment to the Employer in full and on time.

Unless the Employer agrees otherwise in advance and in writing, an employee who is absent under this provision for more than twelve (12) consecutive months shall be deemed to have resigned their position. The Employer shall issue a written

notice of this provision to the employee by email and by registered mail addressed to the last known home address of the employee, copied to the Union, at least thirty (30) days before the expiry of the twelve (12) month period.

#### **11.06 BEREAVEMENT LEAVE**

When death occurs to a member of an employee's immediate family, upon request, the employee shall be granted up to five (5) days off with pay per year. Additional time without pay may be granted upon request.

For purposes of this paragraph, "immediate family member" includes spouse (including a common-law or same-sex spouse), child (including step-child), parent (including step-parent, mother-in-law and father-in-law), guardian, sibling, grandchild or grandparent of an employee; and any person who lives with the employee as a member of the employee's family.

### **ARTICLE 12 - HUMAN RIGHTS NO DISCRIMINATION**

#### **12.01 DEFINITIONS**

- (a) "Discrimination" means any conduct that is prohibited under the BC Human Rights Act and Regulations and amendments made to it, and shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliation(s) disability, sexual orientation, being HIV positive or having AIDS, or by reason of Union membership or participation in Union activities.
- (b) "Harassment" means a course of vexatious comment or conduct arising from one (1) or more of the prohibited grounds listed in Article 12.01(a) that is known or ought reasonably to be known to be unwelcome. Harassment includes sexual harassment as defined in Section 12.01(c) and may also include:
  - (i) verbal abuse or threats, unwelcome remarks, unwelcome jokes and practical jokes, innuendo or taunting;
  - (ii) displaying pornographic, racist or other offensive or derogatory images;
  - (iii) unwelcome invitations or requests whether implied or explicit;
  - (iv) intimidation;
  - (v) leering or other unwelcome gestures;
  - (vi) condescending or demeaning behaviour undermining a person's self-respect;
  - (vii) physical assault or any unwelcome physical contact such as touching, patting, pinching and punching.
- (c) "Sexual Harassment" means
  - (i) physical sexual contact of any kind;
  - (ii) vexatious comment or conduct with sexual overtones;

- (iii) sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another;
- (iv) reprisal or threat of reprisal for rejecting the sexual advance of a person in a position to grant or deny a benefit to another person.

Harassment is coercive or one-sided. The definitions of harassment and sexual harassment must be directly related to work or incidents in the workplace. This is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees. Relationships existing with the express consent of both Parties shall not constitute harassment.

- (d) "Bullying and harassment" means any inappropriate conduct or comment by an individual towards an employee that caused or has the potential to cause that employee to be humiliated or intimidated. This excludes any reasonable action taken by an Employer or Supervisor relating to the Management and direction of workers or the place of employment. (As may be amended by Work Safe BC.)

COHO Management Services – Field Operations ("COHO") is dedicated to ensuring that employees are able to complete their duties in a safe environment, without fear of bullying or harassment. As such, COHO will not tolerate and is dedicated to preventing any instance of bullying or harassment in the workplace.

- (e) "Racism" means a belief that race is the primary determinant of human traits and capacities and that racial differences produce inherent superiority of a particular race.

#### **12.02 No DISCRIMINATION, RACISM OR HARASSMENT**

- (a) Every employee has the right to work in an environment that is free of discrimination, racism and harassment by the Employer or another employee. The Employer recognizes the diverse composition of its workforce and will not allow its workforce or workplace to become a forum for the expression of prejudice or the practice of discrimination, racism or harassment.
- (b) It is the policy of the Employer to recognize the worth of each member of the workforce and to provide for equal rights and opportunities without discrimination, racism or harassment. It is the responsibility of every employee to assist in enforcing this policy.

#### **12.03 NOTIFICATION**

The Employer will post this policy in a conspicuous location in the workplace. Actions contravening this policy may constitute grounds for discipline.

#### **12.04 COMPLAINTS PROCEDURE**

An employee who believes that they have been harassed should:

- (a) immediately inform the alleged harasser either orally or in writing that their behaviour is unacceptable and must stop;

- (b) make detailed notes of the alleged incident or incidents of harassment;
- (c) if unable or unwilling to discuss the problem with the alleged harasser or if discussion does not resolve the problem, report the incident to the Union Representative of their choosing, or the CEO. If the complaint concerns the actions of the CEO, it should be reported to the President, Vice-President or Treasurer of the Board of Directors.

#### **12.05 INVESTIGATION OF COMPLAINT**

Upon hearing a complaint of alleged harassment, an employee's Supervisor will immediately inform the CEO or, if the incident involves the CEO, President, Vice-President or Treasurer of the Board of Directors. The complaint will be investigated and if it is found that harassment has occurred, appropriate action will be taken against the harasser. Where the complaint was brought to the attention of the Employer by the Union, the Union will be kept fully apprised of the status of the complaint and its disposition.

#### **12.06**

Information relating to the personal background, lifestyle or mode of dress of the employee alleging harassment may not be taken into consideration in assessing a complaint.

#### **12.07**

It is not necessary that harassment be objected to and harassment may be found to have occurred if it can be reasonably assumed that the alleged harasser's behaviour would be unwelcome.

#### **12.08**

Pending investigation of the case, an employee complaining of harassment has the right to discontinue contact with the alleged harasser without incurring any penalty.

#### **12.09**

At every step of the procedure, complaints involving allegations of harassment will be handled with all possible confidentiality. In the resolution of any complaint which is found to have merit, it will be the harasser who will be made to suffer any penalty or perceived penalty, not the victim.

#### **12.10**

An employee alleging harassment has the right at all times to take the matter to the B.C. Human Rights Commission instead of or in addition to following the above procedure.

#### **12.11**

The Employer shall post conspicuously in the work place, a policy regarding harassment and discrimination. Actions contravening this policy may constitute grounds for discipline.

## **ARTICLE 13 - SAFETY**

### **13.01 GOVERNING REGULATIONS**

Regulations governing workplace safety are contained in the Occupational Health and Safety Regulations administered by the Workers' Compensation Board of British Columbia.

### **13.02 RESPONSIBILITY**

The Employer shall make all reasonable provision for the occupational health and safety of employees. Employees are expected to take all reasonable precautions in performing their work and abide by all safety rules and procedures.

The Employer shall work towards the goal of providing a safe work environment at all work sites that meet reasonable standards of comfort, free from undue physical strain, suitably equipped and that provide access to a well-maintained public washroom.

### **13.03 HEALTH AND SAFETY COMMITTEE**

The function of the Health and Safety Committee shall be to assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the industrial health and safety program, and shall promote compliance with WCB regulations.

The Health and Safety Committee shall be notified of each accident or injury and may, subject to agreed Committee procedures, investigate and report to the Union and Employer on the nature and cause of the accident or injury.

### **13.04 RIGHT TO REFUSE**

No employee shall be disciplined for refusing to perform work which is found to pose an undue hazard to the health or safety of any person, or because they have acted in compliance with the WCB regulations or an order made by an Officer of the Board.

### **13.05 INJURY PAY**

An employee who is injured while at work and is required to leave for treatment or is sent home by the Employer for such injury shall receive payment at their regular rate of pay for the remainder of their shift. If required, transportation to a medical facility or to their place of residence will be arranged at no cost to the employee.

## **ARTICLE 14 - GENERAL**

### **14.01 LIAISON COMMITTEE**

- (a) The Parties agree to establish a Joint Management-Union Liaison Committee made up of one (1) member of the Employer and one (1) member of the Bargaining Unit.
- (b) In general, it will be the purpose of the Committee to examine, discuss and make recommendations to the Parties on matters of mutual interest such as:

- (i) Occupational health and safety;
  - (ii) The creation of new job classifications;
  - (iii) Formal job programs and cross training programs;
  - (iv) Scheduling, including changes in work assignments, which will be discussed with staff as far as practicable, with the goal of arriving at a mutually satisfying outcome;
  - (v) Promotion of co-operative resolution of workplace issues;
  - (vi) Responding and adapting to changes in the economy.
- (c) At the request of either Party the Parties agree to meet. The time, date and place for meetings shall be scheduled by mutual agreement. Up to two (2) hours of the Employer's time shall be made available every two (2) months.
  - (d) Minutes shall be taken at all meetings and copies distributed to the Union and to the Employer with an additional copy posted on the Union Bulletin Board.

#### **14.02 SAVINGS CLAUSE**

If any provision of this Agreement is rendered invalid by federal or provincial statute or by decision of a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. The Parties will confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

#### **14.03 HEADINGS**

Headings are included in this Agreement for convenience of reference only, and shall not be used to interpret, modify or alter the substantive language of this Agreement.

#### **14.04 MEDICAL EXAMINATION**

For repetitive absences or absences due to lengthy illness or injury:

- (a) Employees may be required, at their own expense, to provide a medical certificate verifying that the employee is unable to carry out their normal duties.
- (b) The Employer may require an employee to take a medical examination by a physician who will complete a medical protocol or report indicating whether or not the employee is able to carry out their normal duties. Any resulting charge by the physician which is not paid by the employee's medical insurance plan will be paid by the Employer.
- (c) The Company and the Union agree that every effort shall be made to return injured employees to their previous positions. This may require a graduated return to work or other arrangement. The Company, the Union and the worker must all be involved in the accommodation arrangements.

#### **14.05 BARGAINING COMMITTEE LOST TIME**

The Employer will pay lost time wages for the Bargaining Unit employees that participate in the contract negotiations for the renewal of the Collective Agreement.

#### **14.06 DUTY OF LOYALTY**

Each employee must observe and demonstrate a business loyalty to COHO and must avoid pursuing any private or personal interest which may conflict with the duties and responsibilities owed to the organization. Additionally, employees must disclose to COHO, responsibilities under a separate contract for existing COHO clients. These additional responsibilities must not be within the scope of work already contracted by COHO. This duty does not relieve any employee from the obligation to comply with any applicable laws, statues, regulations or bylaws.

### **ARTICLE 15 - TECHNOLOGICAL CHANGE**

#### **15.01 DEFINITION**

"Technological Change" means the installation of new, advanced mechanical equipment or a substantial change in data processing systems which would result in employee displacement or the need for specialized training.

#### **15.02 CONSULTATION**

After receipt of notice under the provisions of Article 6.04(b), the Parties will meet to discuss the impacts the change will have on job classifications and identify which employees might be affected.

#### **15.03 PROCEDURE**

Employees affected by the technological change will be given the opportunity to transfer to a current vacant position or displace a less senior employee under the provisions of Article 6.04(a). The Employer shall provide training for an employee displaced under this Article provided the employee has the necessary qualifications for the new position.

### **ARTICLE 16 - DISCIPLINE**

#### **16.01 JUST AND REASONABLE CAUSE**

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

#### **16.02 RIGHT TO SHOP STEWARD**

When receiving discipline which will become part of the employee's record, an employee shall have the right to a Shop Steward being present if one is available. The employee will have the right to postpone the meeting until a Shop Steward can be present.

#### **16.03 ACCESS TO PERSONNEL FILE**

The Employer agrees that an employee shall have access to their personnel file. Request for access to an employee's personnel file shall be made in writing and



scheduled at a mutually convenient time. The file and its contents cannot be removed from the office and a Representative of the Employer will be present at all times. The employee shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries in their file.

#### **16.04 SIGNING OF WRITTEN DISCIPLINE**

Whenever an employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

#### **16.05 RECORDING OF COMPLAINTS**

Where a complaint is to be recorded against an employee it shall be made in writing. No complaint shall be recorded against an employee nor used against them at any time unless the employee is advised accordingly in writing as soon as possible but not later than twenty (20) working days after the Employer coming into full knowledge of the facts surrounding the incident or occurrence giving rise to the complaint. If no other incidents of a similar nature occur within the next twelve (12) months, the letter will be removed from the permanent record. Records of suspension will be removed after twenty-four (24) months if no other incidents of a similar nature occur.

#### **16.06 WRITTEN REASONS**

The Employer shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee. Further the Employer shall set out written reasons prior to the removal of an employee from a client contract.

#### **16.07 LEGAL PICKET LINE**

An employee shall not be disciplined for honouring a legal picket line.

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

#### **17.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance.

#### **17.02 STEP ONE**

The employee will make an earnest effort to resolve the grievance directly with the Management person to whom the employee reports. At the employee's option, the employee may be accompanied by a Shop Steward. Within three (3) working days following the initial discussion of the matter, the Employer shall provide a verbal answer to the complaint.

#### **17.03 STEP TWO**

- (a) At this step, notice of the grievance, in writing, must be filed with a person designated by the Employer within ten (10) working days after the occurrence of the alleged grievance or when the employee should have had

knowledge of the occurrence, otherwise the grievance will be deemed to be abandoned.

- (b) The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance, and it shall clearly state the provision of the Agreement which has been violated and the employee(s) involved.
- (c) The Parties including the employee, the Shop Chairperson and a person or persons designated by the Employer shall meet to discuss and attempt to resolve the dispute.
- (d) The Employer's Representative must answer the grievance in writing within ten (10) working days of the meeting of the Parties.

#### **17.04 STEP THREE**

- (a) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, an attempt to resolve the grievance shall be made at a meeting between the employee, the Shop Chairperson, the Union Representative and the CEO.
- (b) This Step must be taken by notice in writing, within five (5) working days of the date on which the written answer was delivered in Step Two.
- (c) The Employer's Representative must answer the grievance in writing within ten (10) working days of the meeting of the Parties.

#### **17.05 STEP FOUR**

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Three, within fifteen (15) working days of receipt of the answer at Step Three, the matter may be taken to Arbitration.

#### **17.06 ALTERNATE DISPUTE RESOLUTION**

The Parties may at any time, agree upon any of the alternate dispute resolution procedures available under the *Labour Code of British Columbia*.

#### **17.07 POLICY OR GENERAL GRIEVANCE**

The Union or the Employer may file policy, or general grievances. Such grievances shall be filed at Step Three of the Grievance Procedure.

#### **17.08 TIME LIMITS**

A grievance or dispute shall commence and proceed through the Steps of the Grievance Procedure within the time limits provided otherwise it shall be deemed to be settled on the basis of the last reply received by the grievor. The time limits may be extended by mutual consent of the Parties.

#### **17.09 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES**

- (a) The Union agrees to provide the Employer with a written list of the names of any persons other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union.

- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer.

#### **17.10 ARBITRATORS**

- (a) The Parties have agreed that for the term of this Agreement the persons named below will be recognized as “Arbitrators” subject to receiving their respective consents to their appointment.
- (b) The selection of a particular named individual shall be done on a rotation basis starting with the first name on the list.
- (c) The named Arbitrators shall be:  
Joanie McEwen  
Julie Nichols  
Glen Sigurdson
- (d) Binding Decision  
The Arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the Parties and any person affected by it.
- (e) Jurisdiction of Arbitrator  
The Arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.
- (f) Cost of Arbitrator  
The Union and the Employer shall bear equally the fees and expenses of the Arbitrator. Each Party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

### **ARTICLE 18 - GROUP BENEFITS**

#### **18.01**

Subject to a waiting period of ninety (90) days commencing the first (1<sup>st</sup>) day of employment, the Employer shall make available to all regular employees the right to receive benefits under the group insurance benefit plan, as amended from time to time. Coverage will commence the first (1<sup>st</sup>) day of the month following completion of the ninety (90) days waiting period.

Employees who are not available to work more than twenty-one (21) hours per week are not entitled to receive benefits. In the event of a reduction in hours due to lack of work or client loss, the employee's benefit coverage will be maintained subject to the insurance provider minimum eligibility criteria.

Employees who are not eligible under COHO's group insurance benefit plan are eligible to receive an expense reimbursement for costs incurred for comparable coverage from another provider. The ratio of Employer and employee costs are

outlined in Article 18.06 and will not exceed the cost for similar coverage based on family composition with the Employer's group benefit provider.

**18.02**

The actual insurance benefits are provided under the contracts of insurance between the Employer and the carriers. Those contracts do not form part of this Agreement. Eligibility for benefits is governed by the insurance contracts and any disputes arising shall be resolved in accordance with the terms of those contracts.

**18.03**

The obligation of the Employer under this Agreement is restricted to the payment of premiums, or the portion of premiums, as applicable, to the insurance carrier. The Employer has no responsibility for the administration of any insurance policy.

**18.04**

The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer, provided that the benefit coverage provided by the new carrier, considered as a whole, are comparable to the benefit coverage at the time of execution of this Agreement.

**18.05**

The Employer shall make available, descriptions of the benefits offered; the eligibility requirements; and the procedures for obtaining benefits.

**18.06**

The Employer shall pay seventy percent (70%) of the total current group benefit costs for the benefits that apply to each eligible employee in the plan and the employee will pay thirty percent (30%) of the cost. One hundred percent (100%) of the B.C. Medical Services Plan shall be paid by the Employer. The employee's portion of the cost shall be deducted from each eligible employee's earnings on a monthly basis.

**18.07**

Except as provided by the legislation, where an employee takes leave of absence without pay, the Employer shall not be required to continue paying its portion of the premiums for that employee's group benefits. The employee shall be given the option of paying the Employer's share of such premiums for the duration of their leave of absence provided such payments are made monthly, when due in accordance with the procedures established by the Employer. The Employer will notify the employee in writing of the deadlines for making premium payments. Thereafter, it will be the employee's sole responsibility to remit payment to the Employer in full and on time.

**18.08 RETIREE BENEFITS**

Provided the current insurance carrier allows benefit coverage for retired employees, it is agreed that the employee will pay one hundred percent (100%) of the premium for Extended Health and Dental Benefits and if the employee fails to pay the premium, the Employer is not responsible for payment.

## **18.09 VISION CARE**

### Vision Wear Benefit (eyeglasses, frames, contact lenses)

\$200 annually for beneficiaries under 19

\$200 every 24 months for beneficiaries 19 and over

### Laser Eye Surgery

\$200 annually for beneficiaries under 19

\$200 every 24 months for beneficiaries 19 and over

## **18.10 PENSION PLAN**

Effective August 1<sup>st</sup>, 2020 and each year thereafter, the Employer will deposit two percent (2%) of an employee's previous year's gross salary into a registered retirement savings plan or registered pension plan for regular employees with greater than one (1) year of continuous service. The carrier will be chosen by the Employer following consultation with the employees.

Employees may contribute to the Plan at their option. The Employer shall deduct any employee contribution from their paycheck.

If an employee chooses not to participate in the plan, the Employer shall not be required to contribute on behalf of the employee for that year.

## **ARTICLE 19 - EXPENSES**

### **19.01 TRAVEL**

Employees will receive the following expenses:

- (a) When an employee is on approved travel and/or is out of town overnight, actual approved expenses which are supported by receipts will be reimbursed for air, rail, ferry, public transit, taxi, parking, car rental and reasonable accommodation costs. For the purposes of this provision, out of town travel will be defined as any work which includes an overnight stay and/or travel outside Greater Vancouver for Vancouver based employees or outside Greater Victoria for Vancouver Island employees.
- (b) Overtime resulting directly from travel time to and from on-site clients will be paid out monthly.

### **19.02 MEALS**

When an employee is on approved travel and is out of town overnight, meals will be reimbursed up to a maximum of seventy-five dollars (\$75.00) per day. For the purposes of this provision, out of town travel will be defined as any work which includes an overnight stay and/or travel outside the Greater Vancouver area for employees based in the Greater Vancouver area or outside the greater Victoria area for employees based in the Greater Victoria area.

### **19.03 REIMBURSEMENT**

Expenses will be reimbursed provided that expense claims are submitted on the required form by the end of the month following the month in which the expense

was incurred. Exceptions will be made in reasonable and extenuating circumstances to provide for reimbursement of expenses past the stated deadline.

#### **19.04 CLOTHING**

Employees need to be identified as representing CRS when at a client site. CRS will provide employees with clothing bearing the Company logo at no cost to the employee.

#### **19.05 EXPENSES RELATED TO PICK UP AND DELIVERY OF MATERIALS AND SUPPLIES**

Maintenance technicians who use their personal vehicles to pick up and deliver materials and supplies will be compensated at a rate of seventy-five (\$0.75) cents per kilometer. The Employer reserves the right to conduct regular reviews of employee mileage claims.

#### **19.06 SAFETY EQUIPMENT ALLOWANCE**

The Company agrees to pay annually to employees, two hundred and fifty dollars (\$250.00) for safety clothing and safety footwear allowance, providing an acceptable receipt is provided. The Employer shall also supply a twenty percent (20%) discount, provided that such discount is available at clothing suppliers.

### **ARTICLE 20 - PAID EDUCATION LEAVE AND SOCIAL JUSTICE FUND**

#### **20.01 PAID EDUCATIONAL LEAVE**

The Employer agrees to pay into a special fund three cents (\$.03) per hour effective immediately, for all compensated hours for the purpose of providing paid educational leave. Such leave shall be for upgrading the employee skills in all aspects of trade Union functions. Payments shall be made on a quarterly basis into a trust fund established by the National Union, Unifor. Cheques shall be made payable to:

Unifor Leadership Training Fund  
115 Gordon Baker Road  
Toronto, Ontario. M2H 0A8

#### **20.02 EDUCATIONAL LEAVE**

- (a) Job related professional development for employees at the request of the CEO and with the approval of the Appointee, shall be paid by the Employer and time off may be taken if courses cannot be planned during working time. Costs are to be covered by the Employer and upon successful completion of the course textbooks and materials become the property of the Employer.
- (b) Courses taken on employees' own time for developmental purposes are designed to encourage self-development and provide financial assistance to employees who successfully complete approved educational courses. Upon successful completion of courses recognized by the Employer and approved by the CEO in advance of registration for the course, employees will be reimbursed fifty percent (50%) of tuition. All course textbooks, materials and products written are the property of the employee.

### **20.03 SOCIAL JUSTICE FUND**

The Employer will make annual contributions to the Social Justice Fund of two hundred and fifty dollars (\$250.00) on August 1<sup>st</sup> of each year.

## **ARTICLE 21 - DURATION**

### **21.01 DURATION**

- (a) This Agreement shall be in full force and effect from August 1, 2021 up to and including July 31, 2024 and shall continue in full force and effect from year to year thereafter, subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiration (or immediately preceding the anniversary date in any year thereafter), by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement, or a new Collective Agreement.
- (b) Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the Parties shall conclude a renewal or revision of the Agreement of a new Collective Agreement.
- (c) The operation of Section 50 of the *British Columbia Labour Relations Code* is hereby excluded.

### **21.02 NO STRIKES OR LOCKOUTS DURING THIS AGREEMENT**

The Union agrees not to strike and the Employer agrees not to lockout during the term of the Collective Agreement.

### **21.03 NEW POSITIONS**

If, during the term of this Agreement, the Employer creates a new job classification or position to be filled by a regular employee, the wage for said classification or position shall be established by way of written amendment to Appendix A, subject to mutual consent of the Parties to this Agreement. In the absence of mutual consent, the issue will be referred to arbitration.

## **ARTICLE 22- WAGES & CLASSIFICATIONS**

### **22.01 PAYMENT OF WAGES**

All employees covered by this Agreement shall be compensated based on their hourly wage classification in accordance with the rates set out in the attached schedule of wages (Appendix A) which forms part of this Agreement. Wages payable are net of statutory deductions, benefit premium costs for eligible employee(s) and any other deductions, such as RRSP contributions as agreed between the Employer and the employee.

The Employer agrees to maintain a semi-monthly pay period with pay dates on the 15<sup>th</sup> and last day of the month. When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday. On an employee's anniversary date, the employee shall move to the next step of the pay scale.



**APPENDIX "A" – WAGES**

Classification	Current	August 1, 2021	August 1, 2022	August 1, 2023
Maintenance Technician	\$25.50	\$26.50	\$27.50	\$28.50
Custodian	\$20.00	\$21.00	\$21.50	\$22.00

**Pandemic Bonus:**

For those Bargaining Unit employees who worked the period of April 1, 2020 – July 31, 2020 there shall be a \$1,250.00 (less statutory payroll deductions) bonus paid. Such bonus shall be pro-rated for those who worked part-time during the period.

## LETTER OF UNDERSTANDIN #1

**RE: OCCUPATIONAL HEALTH AND SAFETY**

The Health and Safety Committee already established by the Employer shall be expanded to include one (1) member of the Bargaining Unit.

The Parties undertake to work together during the term of this Agreement to promote and facilitate the full implementation of Article 13 of the Agreement, in compliance with all applicable provisions of the Occupational Health and Safety Regulations of the Workers Compensation Act.

The Employer shall develop and implement procedures for dealing safely with asbestos, mold and other hazardous materials, and shall provide training to all members of the Bargaining Unit in those procedures.

The Parties shall jointly develop procedures for dealing with incidents and investigations as outlined in the Occupational Health and Safety Regulations of the Workers Compensation Act.

Renewed this 30<sup>th</sup> day of July, 2021.

## **LETTER OF UNDERSTANDING #2**

**RE: SECTOR RESTRUCTURING**

The Employer agrees that any changes in the Bargaining Unit arising from agreements among COHO and other co-op housing sector organizations to restructure the sector will be dealt with under the terms of section 54 of the *Labour Relations Code*. The Employer agrees to increase the minimum notice period referenced therein from sixty (60) to ninety (90) days.

Renewed this 30<sup>th</sup> day of July, 2021.

### **LETTER OF UNDERSTANDING #3**

**RE: CLIENT CONTRACT**

The Employer agrees to provide employees with notice of a change in client assignment or loss of hours as soon as is practicable to allow affected employees the opportunity to discuss any concerns. The Employer will provide, in writing, a minimum of thirty (30) days' notice of any reduction in hours resulting from client loss.

Renewed this 30<sup>th</sup> day of July, 2021.

## LETTER OF UNDERSTANDING #4

**RE: BENEFITS**

The Employer has received a quote from Unifor Benefits Trust, which at the time of bargaining, indicates a substantially lower rate than the current benefits provider on select benefits. The Employer will engage with Union Benefits Trust and the CHF Canada Benefits Program to compare services and costs between both providers and consider other factors such as administration and the costs and impacts of changing benefit providers. The Employer will decide to continue with the CHF Canada Program or transfer to the Unifor Benefits Trust by December 31<sup>st</sup>, 2021.

If in the final analysis, the CHF Canada program is more expensive, and if the Employer decides to continue using the more expensive program, the Employer premium payment in Article 18.06 will be adjusted to return to employees the savings they would have achieved in the Unifor Benefits Trust Program.

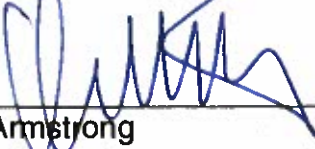
Where applicable, the employee's portion of the cost shall be deducted from each eligible employee's earnings on a monthly basis.

Signed this 30<sup>th</sup> day of July, 2021.

**SIGNATURES**


Signed this 30<sup>th</sup> day of July, 2021.

On behalf of the Employer:  
COHO Management Services - Field  
Operations



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Thom Armstrong  
Chief Executive Officer



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Michelle Cooper-Iversen  
Chief Operating Officer

On behalf of the Union:  
Unifor Local 3000



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Ronald Crouch  
Bargaining Committee



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Geoff Cox  
Bargaining Committee



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Ellen-Marie Moreira  
Local 3000 Representative



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Mark Cameron  
Unifor National Representative