

COLLECTIVE AGREEMENT

between

**THE SALVATION ARMY
FORT ST. JOHN COMMUNITY CHURCH**

and the

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

Effective from November 2, 2023 to March 31, 2026

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DEFINITIONS

For the purpose of this agreement:

- (1) "*Employer*" means The Salvation Army Fort St. John Community Church.
- (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 hired or appointed to a regularly scheduled position and is regularly scheduled to work the maximum hours as established in Article 14 - Hours of Work and Scheduling. A regular full-time employee is entitled to all the benefits outlined in the agreement except where otherwise specified.
- (6) "*Regular Part-Time Employee*" means an employee who is hired or appointed to a regularly scheduled position but works less than the maximum hours established in Article 14 - Hours of Work and Scheduling. A regular part-time employee is entitled to all benefits outlined in the agreement except where otherwise specified.
- (7) "*Practicum Students*" are workers utilized by the Employer, from time to time, to carry out varied duties and responsibilities. Practicum students are not considered members of the bargaining unit. Practicum students shall not displace or fill any shifts or positions of bargaining unit members.
- (8) "*Union*" means the B.C. General Employees' Union.
- (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.
- (11) "*Domestic Violence*" or "*Sexual Violence*" means the definition in the *Employment Standards Act*.
- (12) "*Intimate Partner*" means the definition in the *Employment Standards Act*.
- (13) "*Layoff*" means a cessation of regular employment, elimination of a job resulting from a reduction of the amount of work, a reorganization, program termination, closure or other material change in organization or program delivery.
- (14) "*Classification*" means one of the named Classifications found at Appendix A including any new or renamed Classification that are agreed to between the parties.
- (15) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours.
- (16) "*Straight-time rate*" means the hourly rate of pay.
- (17) "*Time and one-half*" means one and one-half times the straight-time pay.
- (18) "*Double-time*" means two times the straight-time rate.

(19) “*Casual Employee*” means an employee who is hired on an “*on call*” basis to cover absences due to sick leave, vacation, or other approved leaves, or to augment staff during peak periods or periods of staff shortage. Casual employees will not be used in such a way as would reduce the number of regular full and part-time positions.

(20) “*Temporary Employee*” means an employee who is hired to fill temporary positions of more than 60 days’ duration.

ARTICLE 1 - PREAMBLE

1.0 Acknowledgement

The parties recognize and acknowledge that The Salvation Army Fort St. John Community Church is located on the Treaty 8 territory on the traditional lands of the Dane-zaa peoples of the Doig River First Nation, Blueberry River First Nation, and Halfway River First Nation.

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.

This 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 of this agreement also reflect the parties' understanding that the worksite provides a therapeutic environment for the clients and that meeting their physical, emotional, social, psychological 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 2 hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

If legislative increases are made to the *Employment Standards Act* that result in a benefit superior to the current language in the Collective Agreement, the Employer will apply those legislated superior benefits to the bargaining unit employees.

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 shall not discriminate against any employee contrary to the *Human Rights Code* of British Columbia. Indigenous identify, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the indented employment of that person.

1.5 Harassment and Discrimination

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and 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. Copies of the policy will be readily available to all employees.
- (b) Types and examples of harassment and discrimination are defined in the policies and include discriminatory, psychological, sexual and personal harassment which generally refer to actions that are either repeated or persistent, or a single serious incident, 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 training on harassment and discrimination.
- (d) An employee alleging harassment or discrimination is:
- (1) encouraged to address their concerns directly with the respondent, or
 - (2) if the complainant is unwilling or unable to discuss their allegations with the respondent, the complainant may refer the complaint to Human Relations or designate who will investigate and attempt to resolve the issue informally, if the complainant agrees to do so, or
 - (3) the complainant may either file a formal complaint with Human Relations, or
 - (4) submit the complaint to the grievance procedure at Step 2.
- (e) Formal complaints or Step 2 grievances alleging harassment or discrimination should be submitted in writing within six months of the latest alleged occurrence. Upon receipt of a formal complaint, Human Relations personnel shall promptly notify the Union staff representative in writing. Filing a formal complaint does not waive the complainant's entitlement to file a grievance should they disagree with the outcome of the investigation.
- (f) The 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 identified in the complaint through the investigation process shall also be entitled to Union representation. Complaints must be treated in strict confidence by all parties at all times.
- (g) The parties agree that substantiated cases of harassment and/or discrimination may be cause for discipline, up to and including dismissal.
- (h) 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 of the Employer 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 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

The Employer recognizes the Union's right to select the Union's Bargaining Committee members.

2.7 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select its stewards to represent employees.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards.

(c) Stewards will make every effort to perform their duties outside of their normal working hours. If performing their duties during scheduled hours, a steward shall obtain the permission of their immediate supervisor before leaving work to perform duties as outlined in Clause 2.7(d). Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. 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). On resuming normal duties, the steward shall notify the supervisor.

(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 involving the Employer and provided the ratification vote is held on the Employer's premises,
- (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.

The Union recognizes that the union insignia will not replace the Employer's branding. If a concern arises from a specific item that the Employer deems has replaced its own branding, the Employer has the right to ask that the article not be used until mutual agreement can be reached by the Labour/Management Committee. If agreement cannot be reached, the Union may file a grievance on the matter.

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 two weeks' notice, leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated,
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment,
 - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee,
 - (4) leave for negotiations with the Employer,
 - (5) for 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 without loss of seniority will be granted:
 - (1) to stewards to perform their duties pursuant to Clause 2.7 - 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 and without loss of seniority will be granted:
 - (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 to be extended upon request,
 - (2) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union,
 - (3) for employees elected to a full-time position with the Union for a period of one year to be extended upon request.
- (d) To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given without loss of pay and benefits and the Union shall reimburse the Employer within 30 calendar days of receipt of the invoice for the appropriate salary and benefit costs.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to November 2, 2023, 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 November 2, 2023, 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.

The Employer will submit union dues remittance by Electronic Funds Transfer (EFT). The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

Each EFT email will also include:

- (1) Employer name
- (2) Pay period type (e.g. monthly, semi-monthly, biweekly, etc)
- (3) Pay period number
- (4) Pay period end date
- (5) Pay period pay date

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

The Union recognizes, except as modified by the terms of this agreement, the right of the Employer to manage and direct the working forces and acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency; delegate shifts, and to make and implement reasonable rules and regulations.
- (b) hire, transfer, layoff, recall, promote, demote, classify, train, discharge, suspend, or otherwise discipline employees except as may be otherwise specifically provided in this agreement.
- (c) these rights shall be exercised in a fair and reasonable manner not inconsistent with the provisions in 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 Labour/Management Committee

(a) The parties agree to establish a Labour/Management Committee composed of up to four union representatives appointed by the Union and up to four representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of Union and employer representatives. The preceding sentence does not preclude the parties from meeting for discussion purposes only when there is unequal representation; however, the representatives at those meetings do not have any decision-making authority.

(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 Labour/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 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, or

(c) on which the grievance was denied at Step 1.

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 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.

8.10 Amending Time Limits

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

8.11 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) Arbitrators shall be assigned cases on a rotating basis, or by mutual agreement between the parties.

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) Subject to mutual agreement, all grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals,
- (2) rejection on probation,
- (3) suspensions,
- (4) policy grievances,
- (5) grievances requiring substantial interpretation of a provision of this agreement,
- (6) grievances requiring presentation of extrinsic evidence,
- (7) grievances where a party intends to raise a preliminary objection,
- (8) demotions.

- (b) The Arbitrator shall hear the grievance(s) and shall render a decision within five working days of such hearings. The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either party in any other proceedings.

- (c) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (d) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

- (e) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer. The parties agree that they will not use external counsel.

- (f) The parties agree to make use of agreed statements of fact, limit witnesses to the greatest extent possible and, limit the use of authorities.
- (g) 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.
- (h) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (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.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The Employer shall not dismiss, suspend or otherwise discipline an employee except for just cause.
- (b) In all cases of dismissal, suspension or other discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal, suspension or other discipline shall be in writing and shall set forth the reasons. The Union designate shall receive a copy of the written notice of dismissal, suspension or other discipline simultaneous with it being provided to the member.

10.2 Dismissal, Suspension Grievance

Employees dismissed or suspended for alleged cause shall be entitled to initiate a written grievance. Such a grievance will be at Step 3 of the grievance procedures established at Article 8 of this agreement.

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 their file which form the basis for 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 file subject to the terms of any resolution between the parties or arbitral decision.
 - (c) Verbal/Written discipline letters will remain on file for 12 months if there is no further disciplinary action occurring from the date of the incidents or the letters.
- Suspensions discipline letters will remain on file for 24 months if there is no further disciplinary action occurring from the date of the incident or the letters.
- (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 Right to Have Steward Present

- (a) An employee shall have the right to have a steward present at any interview with supervisory personnel which the employee believes might be the basis of disciplinary action.
- (b) 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 inform the employee of their 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.
- (c) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward present, providing that this does not result in an undue delay.
- (d) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

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 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 24 months. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections.
 - (4) paid sick leave,
 - (5) any absence covered by Employment Insurance Sickness Benefits or Employment Insurance Caregiving Benefits,
 - (6) Union leave,
 - (7) pregnancy and, parental 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 each 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 and Employment

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

- (a) they are discharged for just cause and are not reinstated, or
- (b) they voluntarily terminate their employment, providing such resignation is received in writing and, subject to Clause 11.5, or
- (c) they fail to report for duty for three consecutive workdays without informing the Employer of the reason for their absence. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer, or
- (d) they are on layoff for more than one year, or
- (e) they fail 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, or
- (f) they fail to report for work at the conclusion of an authorized leave of absence. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having returned as scheduled.

11.4 Re-Employment

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

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 salary range, job, required qualifications, hours of work, the work area, and commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to the information. The Employer may advertise externally concurrent 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 employees who are absent because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, pregnancy and, parental leave or, special leave, and who have submitted an application prior to each absence identifying the position(s) for which they want to apply should a vacancy or new job be posted 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 60 days' 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 unit 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

The probationary period for regular full-time employees will be the first three calendar months of continuous service with the Employer.

The probationary period for regular 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 three additional 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 start date of employment shall be used for the purpose of determining perquisites and seniority.

12.10 Qualifying Period

(a) Where a regular employee is the successful applicant to a posted position they shall be considered a qualifying employee for a period of three calendar months. In no instance during the qualifying period shall the employee lose seniority or perquisites.

The qualifying period for part-time employees will be equal to three calendar months full-time employment hours (485 hours) but will not exceed six calendar months.

(b) In the event the employee proves unsatisfactory in the position during the qualifying period or the employee no longer wishes 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.

Any other employees affected by the above will follow the same procedure as outlined in 12.10(b).

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" means a cessation of regular employment, elimination of a job resulting from a reduction of the amount of work, a reorganization, program termination, closure or other material change in organization or program delivery.

13.2 Layoff

The 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,
 - (3) bump an employee with less seniority within the same program or department, provided they are qualified to perform the duties, or
 - (4) to bump the least senior employee in any program or department provided they are qualified to perform the duties, or
 - (5) severance pay as provided for in Clause 13.5 - Severance Pay.
- (d) Bumping rights must be exercised within five calendar days of notification of layoff by providing written notice to the Human Relations or designate.
- (e) Bumping resulting from 13.2(c)3 or 13.2(c)4 above shall not result in a promotion.
- (f) Upon mutual agreement, the Employer will perform a shift selection process following a layoff.

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:

Service	Severance Pay
More than 6 months but less than 3 years	2 weeks
3 years up to 4 years	3 weeks
4 years up to 5 years	4 weeks
5 years up to 6 years	5 weeks

6 years up to 7 years	6 weeks
7 years up to 8 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.

13.7 Pre-Layoff Consultation

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

13.8 Pre-Layoff Canvass

The Employer may canvass Regular employees to invite:

- (a) placement into a vacant regular position,
- (b) placement on the casual call-in and recall list with no loss of seniority,
- (c) resignation with severance as established in Clause 13.5.

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 otherwise provided in this article the maximum regular annual hours of work shall not exceed 2080 hours. Notwithstanding the preceding sentence, 1950 annual hours of work shall be full-time employment.

14.3 Hours of Work

- (a) **Regular Full-time Employees.** Except as otherwise provided for in this article, the maximum hours of work for each regular full-time employee covered by this agreement, exclusive of meal periods, shall be 40 hours per week or an equivalent mutually agreed to by the Employer and the Union not to exceed 40 hours per week.
- (b) **Regular Part-time Employees.** Part-time Employees who request additional hours, shall be offered, in order of seniority, additional shifts available within their department, provided they are qualified to do the work, up to the maximum weekly 40 hours of work. These hours shall be credited to regular seniority.

14.4 Work Schedules

- (a) The Employer shall arrange the times of all on duty and off duty shifts.

- (b) Work schedules shall be posted at least 14 calendar days in advance of the start date for a new schedule. The Labour/Management Committee may mutually agree to shorten the posting period in extenuating circumstances.
- (c) Where a change in 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.
- (d) If the work schedules are changed, employees shall be entitled to exercise seniority in the selection of days of work and shifts within a department.
- (e) 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 five 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 mandatory 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 Days of Rest

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

14.9 Modified Hours of Work Arrangements

The Labour/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.

14.10 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.

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.1 New and Changed Positions

When a new or substantially changed position 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 department and wage rate established by the Employer for the new or altered position is revised as a result of negotiation or arbitration, the revised department and wage rate shall be effective from the date the position was established.

ARTICLE 16 – OVERTIME

16.1 Overtime Compensation

- (a) Employees requested to work in excess of their daily maximum hours as outlined in Clause 14.2 - Annual and Weekly Hours of Work, Clause 14.3 - Hours of Work, and Clause 14.9 - Modified Hours of Work Arrangements or who are requested to work on their scheduled day off, shall be paid:

the rate of time and one-half of their basic hourly rate of pay for the first three hours of overtime on their scheduled workday and double-time thereafter,

- (b) the Employer and the Union recognize that the nature of the work carried out by employees is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. 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.
- (c) Employees required to work on their scheduled day off shall receive double-time but shall not have the day off rescheduled.

16.2 Overtime Pay

Overtime 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.

16.3 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, 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. The Employer will make a reasonable effort to allow time off when requested by the employee. If the 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.

16.4 Meals During Overtime

When overtime is required, the Employer will provide a meal 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 Employer may request acceptable documentation affirming the need for accommodation.

16.5 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.

16.6 Overtime for Part-Time Employees

- (a) A part-time employee working less than the maximum hours per day for their position, who is requested to work longer than their regularly scheduled workdays, shall be paid at the rate of straight-time for the hours worked, up to and including the maximum hours established in Article 14, Hours of Work and Scheduling.
- (b) A part-time employee working less than the maximum hours per week who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days worked up to and including the full-time hours established in Article 14, Hours of Work and Scheduling.
- (c) Overtime rates as established in Clause 16.2 shall apply to hours worked in excess of (a) and (b) above.

16.7 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 eight hours.

16.8 Callback

Employees called back to work from their scheduled 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.

16.9 Scheduling of Overtime

- (a) The Employer will maintain a list of employees who are willing to work overtime. Overtime shall be allocated equitably within each department. Regular employees on the overtime list will be called in order of seniority prior to any temporary or casual employees. The Employer will make significant efforts to accommodate regular employees who prefer not to work overtime.
- (b) Part-Time Employees will be offered the additional work prior to the overtime work being offered to casual or temporary employees.
- (c) Where the Employer directs an employee to work overtime, the employee must inform the Employer if they will incur direct costs such as childcare or cancellation fees, as a result of the directive to work overtime. The Employer will reimburse the employee for reasonable additional costs.
- (d) 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. The records shall be provided to the Union upon request.
- (e) A list of overtime worked, by department, shall be posted monthly in each site.

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

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

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia 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 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) Regular employees shall be entitled to vacation in each year as follows:

Vacation	Workdays
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) At least one week of an employee's annual vacation entitlement must be taken as a block.
- (d) 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 per the signed Vacation Repayment Acknowledgement form, or the process established in Clause 26.6, Overpayments, will be followed.

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. There will be no blackout periods.
- (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 each year within each department and the completed schedule shall be posted by April 30. 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 that an employee is ill or injured prior to their scheduled vacation they shall be granted sick leave, if requested by the employee.
- (b) Employees who have been granted sick leave in 18.5(a) above their displaced vacation reinstated to their vacation hours.

(c) An employee claiming displaced vacation leave due to illness or injury must advise the Employer before the commencement of the scheduled vacation and provide a doctor's report covering the period of illness or injury within seven calendar days of returning to work. Where the leave is extended due to continued sickness of the employee, the employee shall inform their immediate supervisor of their expected date of return for scheduling purposes.

18.6 Callback on Vacation

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

18.7 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 - ANNUAL PERFORMANCE EVALUATIONS AND PERSONNEL FILE

19.1 Annual Performance Evaluations

- (a) is understood that Annual Performance Evaluations are intended for personal development and therefore will not be used for disciplinary purposes.
- (b) When an Annual Performance Evaluation is carried out, the employee shall be given sufficient opportunity to meet with the Employer to discuss their evaluation. Employees will be paid for time incurred to attend such meetings.
- (c) The employee will be given seven calendar days following the meeting referenced in Clause 10.4(b) to read, review and return the signed evaluation to the Employer. 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. The employee may respond to the evaluation in the employee comments section on the form.
- (d) An evaluation shall not be changed after the employee has signed their evaluation. An employee's evaluation shall be subject to the grievance procedure of this agreement.
- (e) An employee shall receive a copy of their evaluation at time of signing.

19.2 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 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.
- (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 kept 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.
- (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 or for the purposes of the proper application of this agreement.

- (d) There shall be only one official personnel file for each employee.

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 bereavement 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 bereavement 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 Standards 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 Other Leaves

In addition to leaves set out in this article, employees may access leaves as outlined in the *Employment Standards Act*, Part 6.

20.6 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.

20.7 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 2.11 - 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 clause will cease thereafter but may be reinstated upon return to active duty. Any amount alleged owing at time of termination for health care premiums during a leave of absence will be addressed following the process established in Clause 26.7, Overpayments.

20.8 Full-Time Public Duties

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

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

20.9 Courses or 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 or examinations. The cost of the course or any examination fee and reasonable expenses incurred in taking the course or examination shall be paid by the Employer.

20.10 In-Service Education

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

20.11 Spiritual or Ceremonial Events

Where an employee applies to attend, as a responsibility or obligation, a spiritual or ceremonial event, the Employer may grant one day unpaid leave per calendar year.

ARTICLE 21 – PREGNANCY AND PARENTAL 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 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.
- (c) Parental leave shall commence:
 - (1) for a pregnant parent up to 61 consecutive weeks immediately following the end of the pregnancy leave taken under Clause 21.1 - Pregnancy Leave, unless the Employer and the employee agree otherwise,
 - (2) for a partner of the pregnant parent up to 62 consecutive weeks of unpaid leave beginning after the birth of the child and within the 78-week period after the birth date, and
 - (3) for an adopting parent, up to 62 consecutive weeks beginning with 78-weeks after the date the child comes into actual care and custody of the parent, or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

- (d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a 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 Clause 21.2 - Parental Leave.

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 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with. First aid attendants, kits and equipment will be supplied in accordance with sections governing legislative guidelines.

22.2 Working Environment

The Employer will provide health and safety orientation before a new or young worker carries out their first shift. The Employer will provide health and safety orientation or in-service which is necessary for safe techniques for the safe performance of all aspects of work, the safe use of equipment, and the safe handling of materials and products.

The Employer will also make readily available information, manuals and procedures for these purposes. In accordance with Section 5 of the *Occupational Health and Safety Regulation*, the Employer agrees, if appropriate, to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system by December 31, 2024. The Employer commits to the use of environmentally friendly products.

22.3 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace

and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health.

22.4 Joint Health and Safety Committee

(a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.

(b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.

(c) The Committee will carry out all the functions and duties as per Part 3 2, Division 4 5, Section 130 36 of the *Workers Compensation Act*. Each worksite will have a Joint Health and Safety Committee and membership will be as follows:

(1) the Committee will be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.

(2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.

(d) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted other time that is reasonably necessary to prepare for meetings of the Committee and to fulfil the other duties and functions of the Committee.

Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend committee meetings and perform related duties and functions as set out in Section 130 36 of the *Workers Compensation Act*. The Employer will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.

(e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.

(f) A worker representative will be entitled to annual employer paid leave to attend Union sponsored occupational health and safety training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

(g) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, in addition to that required by law, during the first six months in which they serve on the Committee for the purposes of attending Committee Orientation training courses conducted by the Union. Where worksites exist with less than five employees working there, a worker representative from each such worksite will attend meetings of the Committee. This representative will be appointed by the Union as per Section 128 34

of the Act.

Meetings will be held on a monthly basis. The worker representatives have the same duties and functions as a joint committee member.

22.5 Unsafe Work

(a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the *Occupational Health and Safety Regulation* outlined in Information Appendix B.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the *Occupational Health and Safety Regulations* outlined in Information Appendix B and Part 3 2, Division 6 of the *Workers Compensation Act*.

22.6 Workplace Violence or Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety.

An employee serving The Salvation Army clients shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

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

The Employer will provide the employee with pertinent information on The Salvation Army clients with the potential of violence, physical aggression within any site or department. The employee will be informed of specific instruction on the approach to be taken when providing services to The Salvation Army client.

22.7 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 will receive payment for the remainder of their shift.

22.8 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

22.9 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker. Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard.

22.10 Communicable Diseases and Parasitic Infestations

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

- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the employees about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease.
- (d) 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 or locations and informing themselves about methods to minimize the likelihood of acquiring and transmitting parasitic infestations.
- (e) Provided that an employee has complied with (d) 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.
- (f) In respect of communicable diseases the Parties agree to review and establish policies on issues including:
 - (1) Preventative protocol measure including education, hygiene, protective equipment or apparel and vaccinations,
 - (2) Post-exposure protocols.

22.11 Protective Clothing and Supplies

The Employer will supply protective clothing and supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 23 - CONTRACTING OUT OR REMOVAL OF BARGAINING UNIT WORK

- (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 all contracted work being performed.
- (c) The Employer agrees that volunteers, student placements, and clients will not perform bargaining unit work.

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.

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) Regular 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

Regular full-time or part-time employees may enrol 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 shall be fully covered by the Employer.

25.2 Protective Clothing and Equipment

- (a) The Employer shall supply suitable gloves or other protective clothing.
- (b) The Employer shall provide employees who have completed their probation, reimbursement upon presentation of a receipt, up to a maximum of \$120 in a one-year period for purchase of steel toe protection safety boots, as required for Drivers and Maintenance staff.

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) 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 maintain their current rate of pay.

26.6 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 to arrange for repayment of the monies paid in error by the Employer subject to agreement that there has been an overpayment. If the parties fail to agree, the Employer will be required to file a grievance.

ARTICLE 27 - SICK LEAVE

27.1 Illness & Injury Leave

- (a) All employees shall be entitled to five paid sick days per year after 90 days of service. Employees also are entitled to three days of unpaid sick leave.
- (b) The Employer may request a medical certificate after an employee has been absent for five consecutive days. Should the Employer request a medical certificate, the employee will be reimbursed the cost of the certificate. 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.
- (c) Full-time and Part-time employees who have completed their probationary period shall accumulate sick leave credits on the basis of one hour per 22 hours worked to a maximum of 85 days.
- (d) Sick leave pay shall be based on scheduled work hours lost.
- (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 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. Employees are required to take the sick leave for this subsection in 4-hour increments.

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 20.6 - 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 clearly identified lunch area at each worksite for the exclusive use of 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-time or part-time positions or hours.
- (c) For the first 485 hours or six calendar months of service with the Employer, a casual employee will be a probationary employee. The Employer, with notice to the Union, may extend the probationary period an additional three months.

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) & (c)	Work Schedules
Clause 16.1(c).....	Overtime Compensation
Clause 16.3.....	Compensating Time Off
Clause 16.6.....	Overtime for Part-Time Employees
Clause 16.8.....	Callback

Article 17	Paid Holidays
Article 18	Vacation Entitlement
Article 20	Special And Other Leave
Article 21	Pregnancy And Parental Leave
Article 24	Health And Welfare
Clause 26.4	Rate of Pay on Reclassification or Promotion
Clause 26.5	Substitution Pay
Clause 27.1(b) thru (g)	Illness & Injury Leave
Clause 28.2	Job Sharing

29.3 Paid Holiday and Vacation

- (a) Casual employees with less than five (5) years' service will receive four percent (4%) vacation pay. Casual employees with five years' or more of service will receive six percent (6%) vacation pay.
- (b) Casual employees who meet the eligibility requirements outlined in Clause 17.1 – Paid Holidays, who are required to work on a designated holiday shall be compensated at time and one-half.

29.4 Call-In Procedure

The procedure for call-in shall be as follows:

- (a) A short call shift is when the employee scheduled to work the shift gives two hours or less notice of their inability to work that shift. In these instances, the Employer will fill the shift at its' discretion.
- (b) Shifts that are not short call shifts shall be filled in the following order:
 - (1) Regular part-time employees in accordance with Clause 14.3(b) – Hours of Work,
 - (2) Casual employees in order of seniority,
 - (3) Part-time or casual employees who are scheduled to work within 16 hours of the end of the available shift,
 - (4) Employees on the voluntary overtime list.

Note: Part-time or casual employees who are already scheduled for work on the day of the casual vacancy are deemed unavailable.

(c) Call-In Log

Each department shall maintain a call-in tracking log. The log shall record the following information:

- (1) Date and time an employee reported their inability to work,
- (2) The shift(s) that they are unable to work,
- (3) The employees called to fill the shift, their status – i.e. Part-time or casual, and their seniority hours,
- (4) The time of the call,
- (5) The outcome of each call (accepted, declined, no answer, message left),
- (6) The name of the person making the call,
- (7) For those who were contacted and responded with availability, the date and time they were notified of the outcome of the call.

(d) The call logs must be kept for nine months. The call logs will be made available to stewards upon request.

(e) The above process applies for automated or manual call-ins. For clarity, a manual call-in will be used if the department is not using an automated system or when the automated call-in does not fill the vacancy.

(f) A seniority list for part-time and casual employees shall be posted and provided to the stewards and the Union each June and December.

(g) Any dispute regarding a shift on a posted schedule must be brought to the Employer's attention within seven days of the schedule being posted. Should a dispute arise from the call-in, the Employer agrees that access to the call-in records shall be given to a union representative.

(h) *Manual Calls*

Manual call-ins will include the following additional provisions:

- (1) The telephone will be permitted to ring six times or until voicemail is reached,
- (2) If a busy signal, voicemail, or no answer, the next senior employee on the list will be called,
- (3) Should a prior employee contacted call back and the shift has not been assigned, they will be assigned the shift.

(i) *Block Call-In Shifts*

- (1) "Block" is defined as two or more consecutive available shifts.
 - (i) Blocks will be offered in order of seniority as outlined in 29.5(b).
 - (ii) Part-time employees can break a block more than once based on their availability and in accordance with 14.3(b).
 - (iii) The most senior casual employee can break a block once.

29.5 Casual Availability

(a) Casual employees will be called within the same classification by seniority, when no regular part-time employees are available.

(b) Except where a casual employee can demonstrate bona fide reason(s), the casual employee will be removed from the casual call-in list and their employment will end if:

- (1) They refuse a shift for which they have submitted availability more than twice in a calendar month, including not returning a call-out within 10 minutes; or
- (2) They cancel an accepted shift within the three-month period following their last cancelled shift.

(c) By the 7th of the month, casual and part-time employees will provide their availability for the following month to their supervisor or designate in writing. Employees are expected to provide availability for all three shift times. Casuals must indicate availability for 16 shifts: four must be Saturday or Sunday and two additional must be graveyard (where applicable). Casuals shall also provide availability for eight statutory holidays annually, including Christmas or New Years. Casual employees will be called according to their stated availability. Casuals may change their availability for bona fide reasons of childcare or medical needs with five days' notice.

(d) If an employee fails to provide availability as per (c) above, and/or non-availability for two full months, the Employer will send a registered letter to the employee to ascertain if the employee wishes to maintain employment. Further failure to provide availability without a bona fide reason will result in assumed resignation.

(e) Assignment of casual work will be dependent on the employee's availability to fill the entire vacant assignment. An employee who is already scheduled to work based on their availability but is unable to work the entire shift will be deemed to have refused the shift.

(f) Casual employees are responsible for advising the Employer, in writing, of their current phone number, email address, or cell phone number (as applicable for the purposes of [a] above) and address, and for the accuracy and completeness of the information provided.

(g) 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.

29.6 Transfer to Casual Status

(a) Regular employees may relinquish their regular position and request a transfer to casual status.

(b) The Labour/Management Committee shall be made aware of 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 who transfer to casual status shall be entitled to only those benefits available to casual employees. Accrued vacation, banked overtime and banked stat holiday hours shall be paid out upon transfer to casual status. Accrued sick leave credits will be frozen and reinstated upon return to regular or temporary status. Regular employees who transfer to casual status shall continue to accrue seniority with no break in service.

ARTICLE 30 - TEMPORARY EMPLOYEES

30.1 Definition of Temporary Employee

Temporary employees are employees who are hired to fill temporary positions of more than 60 days' duration. Temporary employees are members of the bargaining unit and benefit from the full terms of this collective agreement.

30.2 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.

30.3 Pregnancy and Parental Leave

Temporary employees are entitled to pregnancy and 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.

30.4 Pay In Lieu of Vacation & Paid Holiday

Temporary employees will receive vacation pay of 11% 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.

30.5 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 and status.

ARTICLE 31 - TERM OF AGREEMENT**31.1 Duration**

This agreement shall be binding and remain in force and effect from November 2, 2023, to March 31, 2026. 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, 2025, but in any event not later than midnight, January 31, 2026.
- (b) Where no notice is given by either party prior to December 31, 2025, both parties shall be deemed to have been given notice under this section on December 31, 2025, 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.

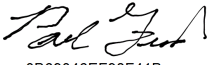
31.5 Agreement to Continue in Force

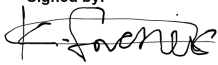
Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

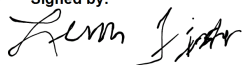
31.6 Effective Date of Agreement

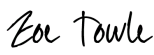
The provisions of the collective agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this collective agreement.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:

0B60046EF08F41B...
Paul Finch
President

Signed by:

4E156D55E011455...
Kadesha Francis
Bargaining Committee Chairperson

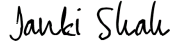
Signed by:

A8BBFA010AFB4B5...
Lenn Fisher
Bargaining Committee

DocuSigned by:

1CF60FADEF0F4FA...
Zoe Towle, Spokesperson
Negotiations Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:

1D7DC0287296472...
Karen Dolan, Director, Employee &
Labour Relations, Canada & Bermuda

Signed by:

B8E387015BF94C4...
Janki Shah
Senior Human Relations Business Partner, BC

Signed by:

A0503AC1C7DE458...
Julie Gilfillan
Executive Director

Date: January 3, 2025

APPENDIX A
Wages

APPENDIX A - WAGE GRID							
Job Title	Hourly Rate	02-Nov-23		01-Apr-24		01-Apr-25	
		Probationary 5%	Post Probationary 5%	Probationary 5%	Post Probationary 5%	Probationary 5%	Post Probationary 5%
Admin Assistant	21.00	21.30	22.05	22.40	23.15	23.56	24.31
Caretaker/Custodian - Shelters	20.76	21.05	21.80	22.14	22.89	23.28	24.03
Janitor - Food Bank	18.00	18.15	18.90	19.10	19.85	20.09	20.84
Caseworker	24.53	25.01	25.76	26.29	27.04	27.65	28.40
Driver	20.00	20.25	21.00	21.30	22.05	22.40	23.15
Food Bank Worker	19.40	19.62	20.37	20.64	21.39	21.71	22.46
Food Svc Coord	22.88	23.27	24.02	24.48	25.23	25.74	26.49
Front Desk Support	21.07	21.37	22.12	22.48	23.23	23.64	24.39
Keyworker	24.53	25.01	25.76	26.29	27.04	27.65	28.40
Maintenance	21.34	21.66	22.41	22.78	23.53	23.95	24.70
Program Ass't (New) (Residential Worker - C)	19.03					19.23	19.98
Residential Worker - B	21.07	21.37	22.12	22.48	23.23	23.64	24.39
Sales Associate	17.40	17.52	18.27	18.43	19.18	19.39	20.14
Volunteer Coordinator	21.84	22.18	22.93	23.33	24.08	24.53	25.28
Cook	20.53	20.81	21.56	21.88	22.63	23.02	23.77

Probationary rates will be seventy-five cents (0.75¢) per hour less than post-probationary rates or all new hires.

Retroactivity effective July 1, 2024.

Retroactivity shall be paid within 90 days following ratification to employees who are actively employed on the date of ratification. Retroactive payments will be on a separate cheque.

Notwithstanding the wage schedule in this Appendix A - Wages, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny. The BC minimum wage as at November 2, 2023 was set at \$16.75 an hour.

APPENDIX B
Arbitrators

Chris Sullivan
Mark Brown
Ken Saunders
Amanda Rogers
Jacquie De Aguayo

LETTER OF UNDERSTANDING #1
Volunteers

The Salvation Army Fort St. John Community Church engages individuals who volunteer or donate their time to assist at The Salvation Army Fort St. John Community Church in various capacities.

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 FROM EMPLOYER TO UNION
Domestic Or Sexual Violence

The Employer recognizes, acknowledges and supports the Union's efforts to raise awareness of the impacts of domestic or sexual violence, and the Union's advocacy for those employees who are experiencing or have experienced domestic or sexual violence. We are similarly committed to supporting these employees.

If the employee or the employee's child has experienced domestic violence or sexual violence, upon notification by an employee or at the request of the Union, the Employer will work with the Union and/or the employee to accommodate the employee unless it would cause the Employer an undue hardship.

At the request of the employee, we will support them in accessing domestic or sexual violence leave as per the *Employment Standards* and *Employment Insurance Acts*.

LETTER FROM EMPLOYER TO UNION
Transgender Employees At Work

The Employer recognizes, acknowledges, and supports the Union's efforts to protect the privacy and safety of trans workers, and the Union's advocacy for transgender employees.

Upon notification from the employee, the Employer will update employee records and workplace-related documents to reflect to gender change and any related name change.

Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and/or the employee to tailor a transition or support plan to the employee's particular needs. A support plan may include, by is not limited to, access to leave, schedule modifications, additional support from the Employee and Family Assistance Program (EFAP), or other accommodations, up to the point of undue hardship.