

COLLECTIVE AGREEMENT

between the

LEADNOW SOCIETY

and the

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

Effective from February 15, 2016 to December 31, 2020

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ARTICLE 1 - PREAMBLE

1.1 Application of Agreement

- (a) This collective agreement applies to the Employer's employees and dependent contractors in British Columbia, Ontario and any other jurisdiction agreed upon by the parties in writing.
- (b) The parties recognize that Leadnow promotes a flexible work environment that allows for remote work. Therefore, the parties agree to use remote methods of communication in the administration of the collective agreement where possible, unless otherwise agreed to by the parties.

1.2 Purpose of Agreement

It is the purpose of both parties to this agreement:

- (a) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees.

1.3 Future Legislation

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

1.4 Other Legislation

Any claim by an employee or the Union pertaining to a violation of the *Human Rights Code*, or the *Employment Standards Act*, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with Article 9 - Grievances. This section does not preclude an employee from filing a complaint under either provincial or federal Human Rights legislation. Employees shall be advised of the time limitations contained in the legislation.

1.5 Conflict with Regulations and/or Policies

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

1.6 Use of Feminine and Singular Terms

The feminine gender is used throughout this agreement for convenience only and by no means is intended to exclude male employees from the provisions herein. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

1.7 No Discrimination

The parties hereto subscribe to the principles of the BC *Human Rights Code*.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit consists of all work performed by the classifications listed in the wage grid, and includes all employees of Leadnow in both provinces of British Columbia and Ontario, except for the Executive Director, Campaigns Director, Operations Manager, Technology Manager, independent contractors, and any other as agreed to by the parties.
- (b) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of a decision of the Labour Relations Board.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the sole and exclusive collective bargaining agent for all of its employees and dependent contractors for whom the Union is certified under the BC *Labour Relations Code*; or who are employed to perform work in Ontario in the classifications agreed to by the parties, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

2.3 Correspondence

- (a) All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director, the bargaining unit Chair, and the President of the Union or his/her designate.
- (b) An electronic copy of any correspondence between the Employer, or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the bargaining unit Chair and the President of the Union or designate.

2.4 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this collective agreement.

2.5 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union will appoint two stewards and two alternates. One steward and one alternate shall be appointed in each of the Vancouver and Toronto offices. The Union agrees to provide the Employer with a list of the employees designated as stewards for each location.
- (b) A steward, or their alternate, shall obtain permission from their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. On resuming their normal duties, the steward shall notify their supervisor. If the time taken to carry out such work takes longer than three hours, then the steward will schedule additional time by mutual agreement with their supervisor.
- (c) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent 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 balloting and other related functions during ratification votes;
 - (4) attending meetings at the request of the Employer.
- (d) Meetings with stewards may be done face-to-face, by phone or online.

2.6 Communication to Members

- (a) Union representatives are entitled to distribute union literature and to convene union meetings on the Employer's premises with advance notice to the Employer.
- (b) The Employer agrees to provide an email distribution list for the purpose of communicating union-related information.

2.7 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union.

2.8 Right to Refuse to Cross Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

2.9 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the B.C. Government and Service Employees' Union or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement with advanced written notice.

2.10 Board Representation

The Employer agrees to create one position on the Board of Directors for a member of the bargaining unit. The position will carry voice but no vote.

2.11 Meetings with Employer Considered Time Worked

All time spent meeting with the Employer, including board meetings, shall be considered time worked and paid accordingly, or the equivalent time off shall be granted to the employees attending such meetings.

2.12 Time Off for Union Business

- (a) *Without Pay*

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) to elected or appointed representatives of the Union to attend to union business, which requires them to leave their premises of employment;
- (3) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;

- (4) to employees involved in a grievance or arbitration procedures;
- (5) for employees selected for employment with the Union for any period up to one year;
- (6) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;

The employee will advise the Employer of such a leave of absence in writing as soon as practically possible.

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted:

- (1) to stewards or their alternates, to perform their duties pursuant to Clause 2.5 (Recognition and Rights of Stewards);
- (2) to attend Joint Consultation Committee meetings.

(c) *Procedure*

It is understood that employees granted leave of absence pursuant to this sub clause shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this section, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary, and other benefit costs, including travel time incurred.

ARTICLE 3 - UNION SECURITY

3.1 Union Security

- (a) All bargaining unit employees shall, as a condition of continued employment, become and remain members in good standing of the Union.
- (b) All employees as defined in Clause 2.1 (Bargaining Unit Defined) hired on or after execution of this agreement shall, as a condition of continued employment, become members in good standing of the Union.

3.2 Limitations on Contracting Out

- (a) The Employer will not contract out any work presently performed by the employees covered by this agreement which would result in the layoff of such employees, including a reduction in assigned workload.
- (b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the bargaining unit Chair and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under *Freedom of Information and Protection of Privacy Legislation* and agree to maintain confidentiality of all private information in those contracts.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, as defined in Clause 2.1 (Bargaining Unit Defined) 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) 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.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form 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.

(i) A report of employees who cease employment will be provided to the Union on a quarterly basis.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

5.1 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Check-off of Union Dues.

5.2 Union Orientation

On commencing employment, the employee shall be introduced to the elected steward. The steward or other representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of 30 minutes during the first month of employment for the purpose of acquainting the new employee with the union membership.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union recognizes the sole and exclusive right of the Employer to manage, direct, control and organize all of its affairs and activities and to set, establish and alter all of its policies except as provided through this collective agreement.

ARTICLE 7 - EMPLOYER/UNION RIGHTS

7.1 Union and Employer Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

7.2 Union Bargaining Committee

A union bargaining committee shall be elected by the bargaining unit membership, and shall consist of one representative from the Vancouver office and one representative from the Toronto office, with the option of electing one alternate.

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to elected officers and members of the staff of the Union for purposes of meeting with members, when conducting membership meetings, dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Notice will be given to the Employer in advance and there will be no interruption to individual's work.

7.4 Time Off for Meetings

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of pay.

7.5 Technical Information

(a) The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, such as copies of policies, new or changed practices that affect members of the bargaining unit, information relating to health and welfare benefits plans, and contact information for our members.

(b) The bargaining unit Chair shall be provided with a copy of the annual budget approved by the Board of Directors of the Employer.

ARTICLE 8 - JOINT CONSULTATION COMMITTEE

8.1 Establishment of Joint Consultation Committee

A joint consultation committee shall be established consisting of an equal number of representatives of the Union and representatives of the Employer.

8.2 Function of the Committee

- (a) The parties understand and agree that the Joint Consultation Committee is not intended to serve as a supplement or an alternative to the grievance/arbitration process, nor to interfere with or attempt to re-negotiate any provisions of the agreement between the parties.
- (b) It is intended by the parties that the Joint Consultation Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns.

8.3 Meetings of Committee

- (a) The Committee shall meet at least once every two months at the request of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least 48 hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee. The Union may request a BCGEU staff representative to attend as a resource. Either party may bring as a guest another staff person for technical expertise.
- (b) Meetings may be conducted in the Vancouver office. Staff designated to participate and who are unable to attend in person may attend by phone, video conference, or other online method.

8.4 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and an electronic copy provided to members as promptly as possible after the close of the meeting for approval. The parties agree to alternate the responsibility for minute taking and production. The Union will circulate to members the approved minutes from each meeting.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition

A grievance is any alleged violation, misinterpretation, or misapplication of any provision of this collective agreement.

9.2 Step 1 - Notice and Informal Discussion

- (a) In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated supervisor through an informal discussion no later than 30 days after the date on which they were notified orally, or in writing, of the action or circumstances giving rise to the grievance. The employee shall advise either verbally or in writing the details of the grievance for the purpose of an informal discussion and resolution. Every effort shall be made to meet and resolve the grievance within seven days of the date the grievance was initially presented.
- (b) If the issue is not resolved through an informal discussion with the designated supervisor, then the employee may present a grievance at Step 1 of the grievance procedure. An employee who wishes to present a grievance at Step 1 will do so with the Employer's designate no later than 30 days from the date of the informal discussion in (a) above. An employee has the option of steward representation at Step 1. There will be no undue delay in convening the meeting, telephone and video conference will be utilized if the Union is unavailable in person.

9.3 Step 2 - Submission to Executive Director

If the grievance is not resolved at Step 1, the employee will present the grievance in writing at Step 2 to the Employer's Designate within 10 working days of the informal discussion.

9.4 Time Limits to Respond at Step 2

Within 10 working days of receiving the grievance at Step 2, the Employer's designate will respond in writing to the grievance. The Employer's designate may also request to meet with the employee and his/her steward, which will amend the date to respond. There will be no undue delay in convening the meeting, telephone and video conference will be utilized if the Union is unavailable in person.

9.5 Time Limit to refer to Arbitration

Failing satisfactory settlement at Step 2 and pursuant to Article 10 - Arbitration, the President or designate may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 21 days after the Employer's decision has been received; or
- (b) 21 days after the Employer's decision was due.

9.6 Amending Time Limits

Time limits set forth above may be extended at any time by mutual agreement.

9.7 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any further grievance.

9.8 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance must commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 21 days of the employee receiving notice of dismissal or notice of suspension.

9.9 Deviation from Grievance Procedure

- (a) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.
- (b) Notwithstanding (a) above, an employee who has filed a Human Rights complaint, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint. This does not apply to the informal step.

9.10 Policy Grievance

Where either party to this agreement disputes the general application, interpretation or alleged violation of this agreement, the dispute shall be discussed between the bargaining Principals within 30 days of the occurrence. Where no satisfactory agreement is reached either party may submit the matter to arbitration as set out in Article 10 - Arbitration.

ARTICLE 10 - ARBITRATION

10.1 Notification

The parties agree that all matters in dispute shall be referred to a third-party in the Province of British Columbia. When either party requests that a grievance be submitted to a third party for resolution, the request shall be sent by facsimile or by email, and will be addressed to the other party of the agreement.

10.2 Arbitrator

- (a) The parties agree that matters referred to arbitration shall be dealt with by a mutually agreed upon arbitrator.
- (b) The parties agree to Marguerite Jackson, David McPhillips, Arne Peltz and Mark Brown on a rotational basis.
- (c) The party requesting that a grievance be submitted to arbitration shall notify the Arbitrator within five days of notifying the other party of its intent, who shall hear and determine the matter without any undue delay.

10.3 Power of the Arbitrator

The powers of the single arbitrator is limited to the application and interpretation of the collective agreement as written and the Arbitrator is not authorized to make any decision inconsistent with the provisions of this agreement nor to alter, modify or amend any part of this agreement.

10.4 Authority of the Arbitrator

The parties to the arbitration recognize that the authority of the Arbitrator is set out in the *BC Labour Relations Code* or the *Ontario Labour Relations Act*.

10.5 Expenses of the Arbitrator

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

10.6 Amending of Time Limits

The time limits in both the grievance and arbitration procedure may be extended by mutual agreement of the parties in writing.

10.7 Expedited Arbitration

- (a) The parties agree that matters referred to expedited arbitration shall be dealt with by the arbitrators listed in Clause 10.2 (b), and if none of them are available then by a mutually agreed to arbitrator.
- (b) Prior to selecting an arbitrator and setting any grievance down for expedited arbitration, the parties will meet to attempt to resolve the grievance.
- (c) 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 in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation;

- (6) grievances relating to Article 15 - Hours of Work;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (d) The Arbitrator shall hear the grievances and shall render a decision within 20 working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a full arbitration hearing per Clause 10.2 (Arbitrator) by mutual agreement.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

10.8 Administration

- (a) If a dispute necessitating the involvement of the Ontario Labour Relations Board or the BC Labour Relations Board arises, the parties agree to written submissions where possible and/or utilize the electronic hearing options that may be available.
- (b) The parties will seek an arbitrator who is agreeable to electronic hearing options. The parties agree to lessen the costs of the administration of this agreement where feasible.
- (c) All costs associated with these arrangements will be borne equally by the parties.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.1 Discipline Procedure

- (a) No employee shall be disciplined, suspended or discharged except for just cause, and an employee shall be discharged only upon the written authority of the Employer.
- (b) When an employee is discharged or suspended, the employee shall be informed in writing in the presence of their steward if available. If a meeting on the Employer's property is not advisable for safety reasons, such meeting may be held at a mutually-agreeable location. Phone and video communication may be used to save undue delay. In an instance where such a meeting is not possible due to bona fide safety concerns of either party, the employee's copy of the correspondence will be sent by registered mail to the employee's last recorded address. Likewise, a copy of the employee's letter will be delivered to the bargaining unit Chair.

11.2 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

11.3 Right to have Steward Present

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward to be present at the interview. There will be no undue delay due to availability - phone and or video can be utilized for meetings. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward or local union officer shall have the right to consult with a BCGEU staff representative and to have him/her present at any discussion with supervisory personnel, which might be the basis of disciplinary action. There will be no undue delay due to availability - phone and or video can be utilized for meetings.

11.4 Personnel Records

(a) The personnel records of an employee, or former employee, shall not be shared in any manner with any other employee, employer or agency, without the prior written consent of the employee concerned.

(b) An employee shall have the right at any time to have access to and review his/her personnel record with advanced notice. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

(c) No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

(d) An employee shall have the right to make copies of any material contained in his/her personnel record.

11.5 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

11.6 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by employees shall include written censures, letters of reprimand and adverse reports, which form the basis of disciplinary action. Employees shall be given a copy of any such document placed on their file. Should employees dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. All entries related to discipline, other than suspensions, shall be removed from the employee's file after the expiration of 12 months from the date it was issued, provided there has not been any further employment infraction. This proviso does not apply to documentation resulting from the final disposition of a sexual harassment complaint where there was a finding of sexual harassment. 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.

ARTICLE 12 - SENIORITY**12.1 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit based on all hours worked, and shall include service with the Employer prior to the certification or recognition of the Union.
- (b) Seniority accrued as a temporary employee will only be used when determining seniority as a regular employee.

12.2 Seniority List

The Employer shall maintain a seniority list showing the current classification and the current seniority hours. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application for their position. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.

12.3 Loss of Seniority

- (a) An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, layoff or leave of absence approved by the Employer.
- (b) An employee shall only lose his/her seniority in the event:
 - (1) he/she is discharged for just cause and is not reinstated;
 - (2) he/she fails to return to work within 15 working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall;
 - (3) he/she is laid off for a period longer than 12 months.

ARTICLE 13 - JOB POSTINGS AND STAFF CHANGES**13.1 Job Postings**

- (a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall notify the Union in writing and post notice of the position in the internal slack channel or distributed via staff email memo for a minimum of five days, so that all members know about the vacancy or new position. Positions shall be advertised externally within a minimum of seven days of the vacancy.
- (b) Vacancies may be posted internally and externally. All candidates will be considered at the same time.

13.2 Information in Postings

Such notice will contain the following information: nature of position, qualifications, required knowledge and education, skills, hours of work, salary rate, classification and duration of assignment for vacancies of a temporary nature. Such qualifications and requirements are identified in Clause 13.3 (Selection Process).

13.3 Selection Process

The initial assessment of applicants shall be a process which appraises the knowledge, skills, and abilities of eligible applicants. The Employer will consider applicants issue expertise, technology and engagement based experience and knowledge and other experience such as but not limited to current software, information technology, social media, organization fit, interview performance and references. The weighting of these factors shall be consistently applied for the purpose of selecting a successful applicant. Where all factors are relatively equal, seniority shall be the determining factor.

13.4 Staff on Selection Panel

A staff person from the bargaining unit may sit as an observer on selection panels.

13.5 Probation for Newly Hired Employees

(a) A newly hired regular employee shall be on probation for the first four months of their employment. During the probationary period, the employee shall be entitled to all rights and benefits of this agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

(b) Probationary employees who are required to meet with the Employer to review their performance during their probationary period are entitled to have a steward present during such discussions. For a steward to be present at such a meeting, the employee shall provide advance written notice to the Employer, and both the employee and the steward must be available at the time of the scheduled meeting.

13.6 Trial Period

(a) Where the successful applicant is chosen from the bargaining unit to fill any vacancy, the employee shall be given a trial period of one month, during which time they will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course.

(b) An employee serving a trial period shall be declared successful in the position after the period of one month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new position, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of this re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

13.7 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties

ARTICLE 14 - LAYOFF AND RECALL

14.1 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of a least 25% as defined in this agreement.

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their classification seniority unless they have the necessary skills, abilities and qualifications the Employer requires as described in Clause 13.3 (Selection Process).
- (b) An employee about to be laid off may bump any employee with less seniority within the same classification, provided they have the necessary skills, abilities and qualifications the Employer requires as described in Clause 13.3 (Selection Process).
- (c) When a layoff is caused solely by the loss of project related funding the Employer will recognize seniority within a classification for the purpose of bumping.

14.2 Pre-Layoff Canvass

Prior to layoff of regular employee(s), the Employer may, at its option, canvass the bargaining unit to invite:

- (a) voluntary reduction of hours;
- (b) resignation with severance as provided for in Clause 14.4 (Severance); or
- (c) where eligible, early retirement.

The final decision regarding the layoff rests with the Employer.

14.3 Recall Procedure

Employees shall be recalled by classification. The recall period shall be 12 months.

14.4 Severance

Employees who are about to be laid off may choose to sever their employment and receive severance pay based on total years of service as follows:

- (a) for the first year of completed employment, one week's current salary;
- (b) for the second year of completed employment, one week's current salary;
- (c) for each completed year thereafter, two weeks' current salary.

Employees will not receive an amount greater than four months' current salary.

14.5 Advance Notice of Layoff

- (a) Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off 60 calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he or she shall be paid for the days for which work was not made available.
- (b) If an employee resigns from their employment prior to the end of the 60-day notice period referenced in (a) above, the employee shall forfeit all seniority, rights to recall and severance.
- (c) The Employer will give notice to the Union within seven days of receipt of such information of any changes to the funding.

14.6 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 15 - HOURS OF WORK

15.1 Regular Working Hours

The parties agree that the regular working hours shall be based on eight hours per day and 40 hours per week.

15.2 Flexible Work Schedule

The Employer and the Union recognize that employees have responsibilities which require them to have flexibility in their work schedules to complete their work. The parties therefore agree that flexible hours and work locations shall be maintained, and such arrangements shall be consistent with the following:

- (a) The manager is aware of the flexible work arrangement;
- (b) Subject to Article 17 - Paid Holidays, employees shall work 80 hours in any 14-day period;
- (c) Regular hours worked shall not exceed 80 hours in a 14-calendar day period.
- (d) Starting and finishing times for employees working a flexible work schedule shall be unscheduled around a mutually agreed core period.
- (e) Travel on the Employer's business shall be compensated at straight-time and is subject to Clause 15.2 (c) above.
- (f) Currently a flexible work schedule is applied organization wide. Changes to the flexible work arrangements will be discussed at a Joint Consultation Committee meeting, and the Employer will provide 30 days' notice of any change.

15.3 Part-Time Employees

Employees whose regular hours of work are eight hours or more per week, but less than 40 hours a week shall be considered part-time employees.

15.4 Rest Periods and Meal Breaks

- (a) An employee shall be permitted a paid rest period of 15 minutes in both the first one-half and second one-half of each workday. An employee who works in excess of eight hours in a workday shall be entitled to an additional 15-minute paid rest period.
- (b) An employee who works in excess of four hours in a workday shall be entitled to a 30 minute unpaid meal break.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work authorized in advance by the Employer and performed by an employee outside of daily and weekly hours as described in Article 15 - Hours of Work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.

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

16.2 Overtime Entitlement

An employee shall be entitled to compensation at the applicable overtime rates for pre-authorized overtime outside the daily and weekly hours noted in Clause 15.1 (Regular Working Hours), specifically hours worked in excess of eight hours per day or 80 hours in a 14-calendar day period. Pre-authorization must be communicated through email between the employee and their manager.

16.3 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

16.4 Overtime Compensation

- (a) Overtime that is approved and outside of an employees flexible work schedule shall be compensated at time and a half for hours worked in excess of eight hours per day or 80 hours in a 14-calendar day period.
- (b) The employee shall be compensated for all overtime in equivalent time off. Time banked shall not exceed 24 hours at any time. Time banked may exceed 24 hours by mutual agreement.
- (c) Employees shall, within 30 days, schedule such time off.
- (d) Any overtime due at year-end for that fiscal year shall be scheduled within thirty 30 days of the fiscal year end. Every effort shall be made to schedule banked time, and banked time will not be carried over past 12 months. To ensure this, the Employer may schedule such time off.
- (e) Any overtime still owing upon termination of employment shall be paid out.
- (f) Overtime shall be calculated in 15-minute increments.

16.5 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations that are beyond the Employer's control, without being subject to disciplinary action for so refusing.

16.6 Rest Interval

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to the portion of the shift that falls within the eight hour rest period.

16.7 Child Care Expenses Outside of Regular Workday

Should an employee be required to be away from their home on the Employer's business outside of his/her regular workday, and the employee consequently incurs child care expenses, the Employer agrees to reimburse the costs of receipted child care expenses for the period over and above his/her regular workday where such expenses are incurred. Such reimbursement must be approved in advance of the expense being incurred. Such reimbursement shall only apply where no one else who would normally participate in the child care can provide the child care. The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and the name of the caregiver/agency.

16.8 Review of Workload

- (a) The Employer agrees to review, at the request of the Union or employees, the workload of any employee or group of employees who consistently request(s) and/or logs overtime.
- (b) Disputes arising out of this article shall be referred to the Joint Consultation Committee.

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

- (a) The Employer recognizes the following as paid holidays:

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

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

- (b) Family Day can be taken in accordance with the province of work. Employees may also opt to take the Civic Holiday in August or St. Jean the Baptiste Day, depending on the province in which they work.
- (c) A paid holiday that falls on a weekend may be scheduled on a different day as agreed to by the Joint Consultation Committee.
- (d) Any of the above holidays which fall within the provisions of Clause 18.2 (Year-End Office Closure) shall be deemed to have been paid, if taken in accordance with the provisions of Clause 18.2.

17.2 Compensation for Paid Holidays Falling on Saturday/Sunday

When any of the above noted paid holidays falls on Saturday or Sunday, the employee shall receive a day's pay or the equivalent scheduled day off as agreed by the Joint Consultation Committee.

17.3 Compensation for Work on Paid Holiday

Employees who perform work on a paid holiday shall be paid in accordance with all work performed on a paid holiday shall be paid in accordance with Clause 16.4 (Overtime Compensation) and shall receive an additional day off in lieu of working the paid holiday. Overtime compensation and lieu time shall be prorated for part-time employees.

ARTICLE 18 - VACATIONS**18.1 Vacation Entitlement**

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- (a) Less than 1 year to 4 years 10 working days (or 4% of gross earnings)
- (b) 5 years to 9 years 15 working days (or 6% of gross earnings)
- (c) 10 years and thereafter 20 working days (or 8% of gross earnings)

18.2 Year End Office Closure

The parties recognize that Leadnow offices will be closed at year end for two weeks with dates to be determined by the Employer. Employees will be paid at straight-time for the time off during the closure.

18.3 Vacation Carryover

An employee may carry over up to five days' vacation leave per vacation year, but must be scheduled in the following calendar year and cannot carry over multiple years. Every effort shall be made to schedule vacation time. To ensure this, the Employer may schedule such time off.

18.4 Compensation for Holidays Falling within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.

18.5 Vacation Pay

Vacation pay for each week of vacation shall be at the employee's regular rate of pay.

18.6 Vacation Pay on Termination

- (a) An employee who terminates their employment at any time in the vacation year, prior to using his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- (b) Where the Employer terminates the employment of an employee, by layoff or otherwise, and that employee has been granted more vacation with pay than they have earned, they are considered to have earned the amount of vacation with pay granted to him/her.
- (c) Where the employee terminates their employment and the employee has been granted more vacation with pay than they have earned, the employee will repay to the Employer that portion of his/her vacation which has been granted but not earned.

18.7 Unused Vacation on Death

- (a) Earned but unused vacation entitlement shall be made payable upon termination due to death, to the employee's estate.
- (b) If an employee has been granted more vacation with pay than they have earned dies, the employee is considered to have earned the amount of vacation with pay granted.

18.8 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay, which would have been earned if the employee had continued in employment to the end of the calendar year.

18.9 Vacation Schedules

- (a) Employees must submit their requests for vacation to their manager. The Employer shall respond to vacation requests within two weeks. Vacation schedules shall be posted once they have been approved, and shall not be changed without the consent of the affected employees.
- (b) Vacation requests shall be approved on a first-come first served basis.

18.10 Reinstatement of Vacation Credits

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced will be reinstated and rescheduled by mutual agreement between the Employer and employee.

ARTICLE 19 - SICK LEAVE PROVISIONS**19.1 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable through WorkSafeBC or the Ontario Workplace Safety and Insurance Board (WSIB).

19.2 Sick Leave Entitlement

Full-time employees will receive 10 days of paid sick time each calendar year.

19.3 Employee to Inform the Employer

- (a) The employee shall inform their manager as soon as possible of their inability to report to work due to illness or injury.
- (b) The employee shall make every reasonable effort to inform the Employer of their return to work in advance of that date.

19.4 Long-Term Disability

All employees that meet the eligibility requirements will have access to a Long-Term Disability Plan as outlined in Article 23 - Health and Welfare Benefits.

19.5 Workers' Compensation Benefits

- (a) Employees shall receive directly from WorkSafeBC/WSIB any wage loss benefits to which they may be entitled.
- (b) An employee in receipt of WorkSafeBC/WSIB benefits shall continue to be covered by the employee health and welfare benefit plans as outlined in Article 23 - Health and Welfare Benefits.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Religious Holidays**

All employees are entitled to a maximum of three days of paid leave per calendar year for the observance of religious holidays, not listed under Clause 17.1 (a) (Paid Holidays).

20.2 Personal Days

Regular employees may take up to two paid days per calendar year outside of regular vacation time and statutory holidays. Employees must provide their manager with at least two days' notice in writing to take such leave.

20.3 Family Responsibility Leave

All employees shall be entitled up to five days of unpaid leave to deal with family responsibilities.

20.4 Bereavement Leave

An employee shall be granted five days of paid leave in the event of the loss of a family member or loved one. The days allowed for bereavement are two incidents per year to a maximum of 10 days. Extra days of paid leave for bereavement may be granted upon approval from the manager to cover such circumstances as excessive travel time or multiple bereavement.

20.5 Compassionate Care Leave

An employee is entitled to compassionate care leave in accordance with applicable legislation (reference the *Employment Standards Act* and the *Employment Insurance Act*).

20.6 Court Appearances

Employees who are required to serve as jurors or witnesses in any provincial or federal court, provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without pay and without loss of seniority for the duration of the court duty.

20.7 Leave of Absence for Full-Time Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that the employee may be a candidate in federal, provincial or municipal elections.

20.8 Elections

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

20.9 General Leave

An employee shall be entitled to apply for a leave of absence without pay and without loss of seniority. Such requests shall be in writing and will be subject to approval by the Employer. The period of leave shall be determined by mutual agreement.

20.10 Leave for Personal Work

Employees shall be permitted to engage in gainful employment elsewhere upon mutual agreement between the Employer and the employee, upon approval from the Employer, so long as such work does not conflict with the nature of the work of the Employer or increase the cost of the Employer's operation.

20.11 Benefits During Unpaid Leave

An employee who takes leave under Clauses 20.7 (Full-Time Public Duties) or 20.9 (General Leave) may elect to remain enrolled for up to 12 months in the extended health, dental and group life benefits available under this agreement, subject to the acceptance of the enrolment by the benefits provider (insurer). Employees who make this election shall pay the Employer's cost of these benefits.

ARTICLE 21 - MATERNITY, PARENTAL, AND ADOPTION LEAVE**21.1 Maternity Leave**

- (a) An employee is entitled to a Maternity leave of absence from work, without pay, for a period of 17 consecutive weeks or for a shorter period as requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give notice of at least four weeks prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Employees taking leave under Clause 21.1 (Maternity Leave) or 21.2 (Parental Leave) are required to outline, in writing to the Employer, the proposed date of return from leave at the start of the leave. In the event plans change, written notice of at least 21 days is required. Regardless of the date of commencement of the leave of absence taken under Clause 21.1 (a) (Maternity Leave), 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 (c) above shall be given in writing to the Employer at least 21 days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate from a medical practitioner stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under (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 medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either (a) or (e) above, the Employer upon request shall grant to the employee a leave of absence extension, without pay, not to exceed a total of six additional consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 36 consecutive weeks (35 weeks for the birth mother) without pay or a shorter period if the employee requests.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 36 weeks' parental leave between them.
- (c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 21.1(b)(Maternity 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.
- (d) Parental leave shall commence:
 - (1) in the case of a birth mother, immediately following the end of the pregnancy leave taken under Clause 21.1 (Maternity Leave), unless the Employer and employee agree otherwise;

- (2) in the case of a father following the birth of the child and within the 52 week period after the birth date; and
- (3) in the case of an adopting parent following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care as certified by a medical practitioner, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Employment Deemed Continuous

- (a) The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 18 - Vacation Entitlement and Article 23 - Health and Welfare. The Employer shall continue to pay 100% of the insurance premiums to Health and Welfare Plans for the first nine months of leave. The employee and employer agree to cost share at 50% each of the insurance premiums for any additional leave.
- (b) Failure by the employee to remit monthly premiums within 31 days of due date will result in cancellation of benefits, and reinstatement after these leaves will be contingent upon medical clearance (at employee's cost) by the insurers.

21.4 Reinstatement

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

21.5 Sick Leave Credits

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

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Workplace Safety

- (a) The Employer and the Union jointly agree to establish proper health and safety practices, in order to provide employees with a safe and healthy work environment. Employees shall have the right to refuse work in conditions or circumstances that they deem not to be safe or healthy.
- (b) The Employer and the Union agree that any issues and/or concerns relating to health and safety in the workplace shall be dealt with by the Joint Consultation Committee.
- (c) The Committee will review, investigate and make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.

- (d) Committee members shall suffer no loss of pay as a result of time spent in carrying out their duties under this clause.

22.2 Workplace Violence

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients or the public.
- (b) Where such potential exists:
 - (1) employees at these worksites or in those work situations shall receive training in the recognition and management of such incidents; and
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) Employees shall be informed by their supervisor of the potential for physical violence or verbal abuse from a client or another member of the public.
- (d) Immediate critical incident stress debriefing and, where appropriate, post traumatic counselling shall be made available for employees who have suffered as a result of work-related physical violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

22.3 Right to Refuse Unsafe Work

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

ARTICLE 23 - HEALTH AND WELFARE

23.1 Basic Medical Insurance

In the case of employees in the province of British Columbia, the Employer agrees to pay 100% of MSP for eligible employees.

23.2 Benefit Plans

- (a) All regular employees shall have access to Extended Health, Dental, Group Life, Accidental Death and Dismemberment (AD&D) and Specific Loss benefits. The Employer agrees to present premium at time of ratification for the life of the agreement.
- (b) The Employer shall pay 100% of the cost of all benefit plans.
- (c) The Employer shall also provide each employee with access to the list of available coverage under its benefit plans.

23.3 Long-Term Disability Plan

- (a) The Employer shall provide a long-term disability insurance plan.
- (b) The plan shall cover post-probationary employees and provide such employees with 66.67% salary continuation until the age of 65 in the event of a disability.
- (c) The Employer shall pay 100% of the present premium for the lifetime of the agreement.

23.4 Employee and Family Assistance

The Employer shall provide all employees access to an employee and family assistance program.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.1 Paydays

The Employer shall pay salaries and wages on a biweekly basis by direct deposit.

24.2 Rates of Pay

- (a) Employees shall be paid in accordance with Appendix A - Wage Grid.
- (b) The Employer will determine which step of the classification the new employee shall be placed on the date of hire.

24.3 Equal Pay for Work of Equal Value

All employees shall receive equal pay for work of equal value.

24.4 Vehicle Allowance

Vehicle allowances for all distances traveled while on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. This does not include regular local travel. Vehicle allowance shall be 35¢ per kilometre.

24.5 Meal Allowances

- (a) Employees who travel outside their geographic area on the Employer's business shall be entitled to meal allowances in accordance with the following (receipts not required):

Meal	Rate
Breakfast	\$10
Lunch	\$15
Dinner	\$15
Full Day	\$40

- (b) Where meals are provided, no claim for meal allowance shall be payable.
- (c) When on travel status for extended periods of time, the Employer's Extended Per Diem Policy will apply.

24.6 Professional Fees and Licences

The Employer shall pay professional and/or licence fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

24.7 Union Sponsored Education

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employee's lunch period or following the regular working day.

24.8 Work-Related Training

- (a) Work-related training shall be defined as courses, conferences, seminars, training and/or workshops, which the Employer determines are necessary for an employee to take for the purpose of performing his/her position or advancing his/her career at Leadnow.

- (b) Where the Employer has approved an employee for professional development under this clause, the Employer shall pay all fees associated with the course, including tuition fees and fees for materials.
- (c) Time spent in such training shall be considered to be time worked.

ARTICLE 25 - STAFF REPRESENTATION ON BOARD

25.1 Union Representation on Board

- (a) The employees may elect a union representative to attend all meetings of the Board with voice and no vote and with no loss of pay to the employee concerned.
- (b) The union representative shall absent him/herself from that portion of a board meeting which the Board determines to be in camera.

25.2 Employer Shall Notify Union

Any reports or recommendations about to be made to the Board dealing with matters of policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the union representative on the board in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Board.

25.3 Copies of Resolutions

- (a) Copies of all motions, resolutions and bylaws or rules and regulation adopted by the Board which affect the members of this union are to be forwarded to the union representative on the board and circulated to all employees.
- (b) A copy of the minutes of the Board shall also be sent to the bargaining unit Chair.

ARTICLE 26 - GENERAL CONDITIONS

26.1 Copies of Agreement

The Union agrees to provide copies of the collective agreement for all employees, and the Employer shall make these available. The parties shall equally bear reasonable costs associated with printing and publication of the collective agreement.

26.2 Indemnity

Except where an employee has acted outside the scope of their duties and/or there has been flagrant or willful negligence on the part of an employee, including conduct under the influence of illegal drugs or alcohol, the Employer will:

- (a) indemnify and save harmless an employee from any liability action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from the defence any such action, provided the Employer has conduct of the action.

26.3 Volunteers

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

ARTICLE 27 - HARASSMENT

Preamble

The parties recognize that violence and discrimination commonly occurs on the basis of the following factors: age, marital status, citizenship, class, ethnicity/ethnic origin, gender, sex, physical disability, learning disability, religion/spirituality, place of origin, racialization process, status or lack of status via the *Indian Act*, language, sexual orientation, sexuality, homelessness, low income status, family formation, education, physical or mental health development, community, appearance and HIV/AIDS status.

The parties acknowledge that all Leadnow members have the right to equal treatment regardless of their status with respect to the above factors as well as other factors not listed. In addition, we aim to continue educating ourselves about all forms of discrimination, so that we can better understand and work toward eliminating them.

The parties agree to work cooperatively toward eliminating discriminatory and oppressive behaviour within themselves, the organization, and the wider community so that diversity in all forms will flourish.

27.1 Harassment Free Workplace

The Employer is committed to providing a work environment which promotes respect and is free from all forms of harassment and discrimination and is supportive of the dignity, self-esteem and productivity of every employee. Any form of harassment by employees, management, volunteers or other individuals in the workplace or at work-related events shall not be tolerated. In addition to the language in the collective agreement, the Leadnow *Violence and Harassment Policy* is available and captures the spirit of the commitment to such a workplace.

27.2 Violence and Harassment

(a) Includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated. Examples of conduct or comments that might constitute bullying and harassment include, but are not limited to, the following:

- (1) Spreading malicious rumours, gossip, or innuendo.
- (2) Excluding or isolating someone socially.
- (3) Intimidating someone (i.e. acting or behaving in a way that would reasonably cause another person to feel fearful).
- (4) Physically abusing or threatening abuse (Note: these can also be criminal acts).
 - (i) The exercise of physical force by a person against another person, in a workplace, that causes or could cause physical injury to the person;
 - (ii) An attempt to exercise physical force against another person, in a workplace, that could cause physical injury to the person;
 - (iii) A statement or behavior that is reasonable for a person to interpret as a threat to exercise physical force against the person, in a workplace, that could cause physical injury to the person.
- (5) Intentionally changing work guidelines or processes for negative purposes.
- (6) Withholding necessary information or purposefully giving the wrong information.

- (7) Making jokes that are 'obviously offensive' by spoken word or in writing including email.
 - (8) Intruding on someone's privacy by pestering, spying, or stalking (Note: these can also be criminal acts).
 - (9) Yelling or using profanity towards another person.
 - (10) Malicious tampering of an individual's personal belongings or work equipment.
 - (11) Purposefully and/or consistently using a person's wrong name or pronoun (continuing this behaviour constitutes negligence).
 - (12) Repeated and/or unsolicited comments, advice or judgements regarding body, personal health/nutrition, or physical appearance.
 - (13) Repeated and/or unsolicited comments, advice or judgements regarding gender presentation and transitioning, including surgical procedures.
- (b) The behaviour may be a single serious incident or a repeated or persistent incident.
- (c) Employees who engage in violence or harassment may be disciplined.

27.3 Sexual Harassment

- (a) Sexual solicitation or advance of a repeated, persistent, or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted,
- (1) Implied or expressed promise of reward for complying with a sexually-oriented request;
 - (2) Reprisal in the form of either actual reprisal or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request; or
 - (3) Sexually oriented remarks or behaviour on the part of a person who knows or ought to know that such remarks or behaviour may create a negative psychological or emotional environment for work or study.
- (b) To constitute sexual harassment, behaviour may be a single serious incident or a repeated or persistent incident.

27.4 Reporting

- (a) In the event of violence or harassment, inform the person inflicting the behaviour that it is unwelcome and unwanted and to cease immediately. If possible, this action should be taken before witness reporting. If it is not safe, then take the steps needed to remove yourself from the violent situation.
- (b) Leadnow employees and volunteers are responsible for promptly reporting to their managers, (or team lead/organizer if the matter pertains to a volunteer) any incident of workplace harassment, bullying, violence, known history of violent behaviour, or perceived threats of violence to themselves or other Leadnow personnel.
- (c) In situations deemed serious by the complainant or observing party, they are encouraged to report the matter to the Executive Director or Board Chairperson directly.

- (d) If your life has been threatened or the situation warrants it, contact the police. Document the incident(s) and inform your manager and/or supervisor of the incident(s). If the incidents continue, keep documenting and reporting them.
- (e) If the incident involves the team leader, Organizer, manager, the Executive Director, or the Chair of the Board of Directors, then the incident should be reported to the Executive Director or the Chair of the Board of Directors accordingly.
- (f) Incidents reported to Leadnow will be documented in writing with records of the date(s), time(s), the nature of the behaviour(s), and names of any witnesses. The Incident Reporting Form is attached to the Leadnow *Violence and Harassment Policy* and serves as a guideline for completing such reports. Once recorded, it is the responsibility of the Operations Manager to file and keep confidential incident reports and records accordingly.
- (g) All reported incidents will remain confidential. No reprisals will be made against any person reporting violent incidents.

27.5 Harassment Complaints

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) All harassment complaints will follow an informal and formal complaint procedure before filing a grievance.
- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and respondent (if a member of the Union) have the right to union representation through the formal complaint process.
- (e) A complainant may try to informally resolve their complaint with the assistance of the Executive Director or manager and may have union representation. If the complainant is satisfied with the outcome reached at this point, the complaint is considered resolved.
- (f) If a complaint is not resolved and either party wishes to pursue the complaint further, the complainant shall choose which process they intend to pursue, either a grievance or a Human Rights complaint. The Employer and Union agree to proceed in this single process until a final determination is made.

27.6 Harassment Complaints Procedure

- (a) An informal complaint must be brought forward to a Manager within one month of the last alleged occurrence.
- (b) The Manager will determine what course of action is necessary to resolve the informal complaint within five days of the complaint being raised.
- (c) Once a decision has been made as to how the complaint is resolved following (b) above, if the complainant is not satisfied with the outcome, they may file a formal complaint in writing.
- (d) Until a harassment complaint is resolved, the Employer may take interim measures including separating the complainant and the respondent, if deemed necessary. If the respondent is not an employee, this may include restricting access of the respondent to the workplace, pending the outcome of the investigation.

- (e) A formal complaint must be submitted to the Executive Director. When the Executive Director has received the complaint, they will notify the respondent and the BCGEU staff representative of the substance of the complaint in writing within 15 days.
- (f) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of this article, and the remedy sought.
- (g) The Employer will investigate the complaint and will complete their report in writing within 30 days.
- (h) The Employer will take action to resolve the complaint within 10 days.
- (i) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigation and the resolution of the complaint.
- (j) If the resolution involves separating employees or separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy this situation.
- (k) If the respondent is the Executive Director, the Union will notify the Board designate within 10 days of receiving the complaint. The Board designate is charged with investigating and resolving the complaint. The Board designate and the Union will discuss a process for investigating and resolving the complaint. The Board designate may appoint a mutually agreed upon independent investigator. The Union will be appraised of the resolution. The independent investigator will investigate the complaint within 30 days of receiving it and submit their report to the Board designate.
- (l) The Employer may take appropriate action including discipline against a complainant if the investigation determines that the complainant is frivolous, vindictive, or vexatious.
- (m) Timelines to investigate and respond may be extended upon mutual agreement.

27.7 Appeal

- (a) Disputes resulting from actions taken under this article may be grieved by the complainant or respondent within 30 days at Step 2 of the grievance procedure.
- (b) A grievance must be submitted through the Union to an arbitrator from Clause 10.2 (Arbitrator).
- (c) The Arbitrator may first try to reach a resolution acceptable to the Employer and the Union.

27.8 Investigator

- (a) In the case of possible systemic issues or multiple complaints, the Employer and the Union may agree to seek the assistance of an independent investigator agreeable to the parties. The investigator will examine any underlying issues that may contribute to harassment in the workplace and recommend preventative and corrective measures to the parties.
- (b) Nothing will preclude an employer from seeking an independent investigator if the Employer deems one necessary.
- (c) The cost of using an independent investigator shall be shared by both parties, provided that there was mutual agreement to appoint.

ARTICLE 28 - CONTRACT EMPLOYEES**28.1 Definition**

Contract employees are defined as employees hired on a short-term or temporary basis, and shall be covered by all provisions of the collective agreement, except the following:

- Article 17 - Paid Holidays
- Article 18 - Vacations
- Clause 19.1 (Sick Leave)
- Clause 19.2 (Sick Leave Entitlement)
- Clause 19.4 (Long-Term Disability)
- Clause 20.2 (Personal Days)
- Clause 20.7 (Leave of Absence for Full-Time Public Duties)
- Clause 20.9 (General Leave)
- Clause 20.10 (Leave for Personal Work)
- Clause 20.11 (Benefits During Unpaid Leave)
- Article 21 - Maternity, Parental and Adoption
- Article 23 - Health and Welfare
- Article 25 - Job Classification and Reclassification
- Clause 26.10 (Professional Development)

28.2 Pay in lieu

Contract employees shall be entitled to 11% pay in lieu of health and welfare benefits, paid holidays and vacation time.

ARTICLE 29 - TERM OF AGREEMENT**29.1 Duration**

This agreement shall be binding and remain in effect from February 16, 2016 to December 31, 2020.

29.2 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 September 1, 2020, but in any event not later than midnight, September 30, 2020.
- (b) Where no notice is given by either party prior to September 30, 2020, both parties shall be deemed to have given notice under this clause on September 30, 2020.
- (c) Where a party to this agreement has given notice under Clause 31.2(a) or is deemed to have given notice pursuant to Clause 31.2(b), the parties shall, within 10 days after the notice was given, commence collective bargaining.
- (d) 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 Executive Director.

29.3 Changes in Agreement

Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the existence of this agreement.

29.4 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or the right to strike occurs, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

 Stephanie Smith
 President

 Lyndsay Poaps
 Executive Director

 Chloe Lawson
 Bargaining Committee

 Selena Kongpreecha
 Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wage Grid**

Monthly					
Position Title	Step	Date of Rat	Jan 1-18	Jan 1-19	Jan 1-20
Senior campaigner	1	\$ 3,900.00	\$ 3,900.00	\$ 3,939.00	\$ 3,978.39
Senior campaigner	2	\$ 4,000.00	\$ 4,000.00	\$ 4,040.00	\$ 4,080.40
Senior campaigner	3	\$ 4,150.00	\$ 4,150.00	\$ 4,191.50	\$ 4,233.42
Online campaigner	1	\$ 3,500.00	\$ 3,500.00	\$ 3,535.00	\$ 3,570.35
Online campaigner	2	\$ 3,600.00	\$ 3,600.00	\$ 3,636.00	\$ 3,672.36
Online campaigner	3	\$ 3,700.00	\$ 3,700.00	\$ 3,737.00	\$ 3,774.37
Organizer	1	\$ 3,500.00	\$ 3,500.00	\$ 3,535.00	\$ 3,570.35
Organizer	2	\$ 3,600.00	\$ 3,600.00	\$ 3,636.00	\$ 3,672.36
Organizer	3	\$ 3,700.00	\$ 3,700.00	\$ 3,737.00	\$ 3,774.37
Community Support Coordinator	1	\$ 3,500.00	\$ 3,500.00	\$ 3,535.00	\$ 3,570.35
Community Support Coordinator	2	\$ 3,600.00	\$ 3,600.00	\$ 3,636.00	\$ 3,672.36
Community Support Coordinator	3	\$ 3,700.00	\$ 3,700.00	\$ 3,737.00	\$ 3,774.37

**LETTER OF UNDERSTANDING 1
Summer Students**

Providing opportunities to students is a part of Leadnow's vision. The parties agree that students will be utilized and will not be part of the bargaining unit. It is not the Employer's intent to have students remain a regular part of the workforce. Students are defined as short-term hires whose wage is subsidized by a third party granting organization.

The Employer will provide notice to the Union when utilizing a student, and such notice will include the name of the incumbent, nature of the work, length of term and wage rate.

**MEMORANDUM OF AGREEMENT 1
Overtime During Elections**

1. Definition of Terms

- i. **Overtime:** Since the threshold for overtime varies across provinces in Canada, Leadnow has adopted a threshold of 48 hours during the workweek (defined in point v. below) for the duration of this agreement
- ii. **Overtime Rate:** Banked overtime will be given at the rate of time and a half. For example, if two hours of overtime is calculated at time and a half, or 1.5, then the banked time must also

be calculated similarly. Therefore for two hours of banked overtime, the employee will receive three hours of overtime pay.

iii. **Time-Tracking:** Employee time sheets for time worked, sick days, vacation; may be either web-based or other and will include hours worked on election advertising for the duration of this agreement.

iv. **Election Campaign Period:** Specific dates to be determined prior to the election; generally beginning when the writ of an election has been issued until General Voting Day. Staff affected will be notified in writing of the election campaign period as far in advance as possible after the writ has been announced.

v. **Workweek:** Refers to the Sunday to Saturday workweek as indicated on each week of the staff time sheets.

2. Overview of Leadnow's Election Overtime Agreement

For the Election Campaign Period, overtime at Leadnow is the total of an Employee's hours of work in excess of 48 hours in the workweek.

3. Overtime Agreement

i. Leadnow will offer overtime pay for hours worked in excess of the 48 hour workweek.

ii. Overtime that is paid out will be compensated at 1.5 times the Employee's regular rate of hourly pay. Any overtime banked prior to this agreement will be cleared out as overtime pay in the employee's next pay run.

iii. Per diems for the Election Campaign period schedule will be set at a flat rate of \$40 per day. The number of days on which per diems can be claimed will be set after the Election Campaign period has been determined. The employee will submit a per diem expense claim for the flat rate amount and will be paid in lump sum accordingly.

iv. All Employees agree to track and send their timesheets to their Manager and the Operations Manager on a weekly basis. In addition, all employees agree to include detailed schedule notes for all election advertising hours worked for timesheet auditing records and compliance.

MEMORANDUM OF AGREEMENT 2 Process to Advance through Steps in the Wage Grid

The parties recognize that Leadnow wants to engage unionized staff in the process for determining how to move through step increases in the collective agreement wage grid.

Therefore the parties agree that the matter of step increases will be referred to the Joint Consultation Committee (JCC) by no later than 30 days from date of ratification, in order to agree to process and deadlines.

Expectations for the JCC will be as follows:

- (a) Align progression through the wage grid to the vision and values of Leadnow.
- (b) Develop a process that enables Leadnow to attract, retain and motivate the best staff in the country.

- (c) The process developed to progress through the wage grid will be:
- (1) transparent;
 - (2) sustainable;
 - (3) objective;
 - (4) applied consistently;
 - (5) affordable.
- (d) The process developed to progress through the wage grid will also value and reward staff fairly in relation to:
- (1) the work they do and their performance in the job;
 - (2) other jobs in the organization;
 - (3) their contribution to the organization;
 - (4) their knowledge, skills and competencies used on the job.

The parties further agree that:

- (a) job descriptions for each position will be used as the base line for the process being developed;
- (b) bargaining unit staff may utilize resources from the Union to assist through this process, if necessary;
- (c) the JCC will implement the agreed-to process by no later than eight months after date of ratification; and
- (d) the JCC cannot reach an agreement on the process, then the process will be referred back to the bargaining Principals for negotiations that will be subject to ratification.