

**COLLECTIVE AGREEMENT**

**between the**

**IMMIGRANT AND MULTICULTURAL SERVICES SOCIETY PRINCE GEORGE  
(IMSSPG)**

**and the**

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

**Effective from March 14, 2019 to March 31, 2020**

## TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>2</b>
1.1 Purpose of Agreement.....	2
1.2 Future Legislation .....	2
1.3 Conflict with Regulations.....	2
1.4 No Discrimination .....	3
<b>ARTICLE 2 - DEFINITIONS .....</b>	<b>3</b>
2.1 Harassment in the Workplace.....	3
2.2 Personal and Psychological Harassment Definition .....	3
2.3 Sexual Harassment Definition .....	3
2.4 Harassment Complaints .....	4
2.5 Harassment Complaints Procedure .....	4
2.6 Arbitrator .....	5
2.7 Anti-Bullying.....	5
<b>ARTICLE 3 - UNION RECOGNITION AND RIGHTS .....</b>	<b>6</b>
3.1 Bargaining Unit Defined.....	6
3.2 Bargaining Agent Recognition .....	6
3.3 Correspondence.....	6
3.4 No Other Agreement .....	6
3.5 No Discrimination for Union Activity .....	6
3.6 Recognition and Rights of Stewards .....	6
3.7 Bulletin Boards .....	7
3.8 Union Meetings.....	7
3.9 Union Insignia .....	7
3.10 Time Off for Union Business.....	7
3.11 Right to Refuse to Cross Picket Lines .....	8
3.12 Labour Relations Code.....	8
3.13 Emergency Services .....	8
<b>ARTICLE 4 - UNION SECURITY.....</b>	<b>9</b>
<b>ARTICLE 5 - CHECK-OFF OF UNION DUES.....</b>	<b>9</b>
5.1 .....	9
5.2 Technical Information.....	9
<b>ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES .....</b>	<b>10</b>
<b>ARTICLE 7 - EMPLOYER'S RIGHTS .....</b>	<b>10</b>
<b>ARTICLE 8 - EMPLOYER/UNION RELATIONS .....</b>	<b>10</b>
8.1 Representation .....	10
8.2 Union Representatives .....	11
8.3 Labour Management Committee.....	11
<b>ARTICLE 9 - GRIEVANCES .....</b>	<b>11</b>
9.1 Grievance Procedure .....	11
9.2 Step 1.....	12
9.3 Time Limits to Present Initial Grievance .....	12
9.4 Step 2.....	12
9.5 Time Limit to Reply to Step 2 .....	12

9.6	Step 3.....	13
9.7	Time Limit to Reply to Step 3 .....	13
9.8	Time Limit to Submit to Arbitration .....	13
9.9	Failure to Act.....	13
9.10	Amending of Time Limits.....	13
9.11	Dismissal or Suspension Grievance .....	13
9.12	Deviation from Grievance Procedure .....	13
9.13	Policy Grievance.....	14
9.14	Technical Objections to Grievances .....	14
<b>ARTICLE 10 - ARBITRATION.....</b>		<b>14</b>
10.1	Notification .....	14
10.2	Appointment of the Arbitrator.....	14
10.3	Board Procedure.....	14
10.4	Decision of Arbitrator .....	15
10.5	Disagreement on Decision.....	15
10.6	Expenses of Arbitrator .....	15
10.7	Amending Time Limits .....	15
10.8	Witnesses.....	15
10.9	Expedited Arbitration .....	15
<b>ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE .....</b>		<b>16</b>
11.1	Procedure.....	16
11.2	Dismissal and Suspension.....	16
11.3	Burden of Proof.....	16
11.4	Right to Grieve Other Disciplinary Action .....	16
11.5	Personnel File.....	17
11.6	Right to Have Union Representative Present .....	17
11.7	Abandonment of Position .....	17
11.8	Probation.....	17
11.9	Employee Investigations.....	18
<b>ARTICLE 12 - SENIORITY .....</b>		<b>18</b>
12.1	Seniority Defined .....	18
12.2	Seniority List.....	18
12.3	Loss of Seniority.....	19
12.4	Re-Employment .....	19
12.5	Same Seniority .....	19
<b>ARTICLE 13 - LAYOFF AND RECALL.....</b>		<b>19</b>
13.1	Definition of a Layoff .....	19
13.2	Pre-Layoff Canvass.....	19
13.3	Layoff.....	20
13.4	Bumping .....	20
13.5	Recall .....	21
13.6	Advance Notice .....	21
13.7	Grievance on Layoffs and Recalls .....	21
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>22</b>
14.1	Definitions .....	22
14.2	Hours of Work.....	22
14.3	Rest Periods .....	23

14.4	Meal Periods .....	23
14.5	Flextime.....	23
14.6	Staff Meetings.....	23
14.7	Conversion of Hours .....	23
<b>ARTICLE 15 - SHIFTS .....</b>		<b>24</b>
15.1	Split Shifts.....	24
15.2	Work Schedules .....	24
<b>ARTICLE 16 - OVERTIME.....</b>		<b>24</b>
16.1	Definitions .....	24
16.2	Overtime Entitlement.....	24
16.3	Recording of Overtime .....	24
16.4	Sharing of Overtime.....	24
16.5	Overtime Compensation .....	24
16.6	No Layoff to Compensate for Overtime.....	25
16.7	Right to Refuse Overtime .....	25
16.8	Callback Provisions.....	25
16.9	Rest Interval .....	25
16.10	Overtime for Part-Time Employees.....	25
16.11	Authorization and Application of Overtime.....	26
<b>ARTICLE 17 - HOLIDAYS.....</b>		<b>26</b>
17.1	Paid Holidays.....	26
17.2	Holiday Falling on Saturday or Sunday.....	26
17.3	Holiday Falling on a Day of Rest .....	26
17.4	Working on a Designated Lieu Day .....	26
17.5	Holiday Falling on a Workday .....	27
17.6	Holiday Coinciding with a Day of Vacation .....	27
17.7	Paid Holiday Pay.....	27
17.8	Other Observances .....	27
<b>ARTICLE 18 - ANNUAL VACATIONS.....</b>		<b>27</b>
18.1	Annual Vacation Entitlement .....	27
18.2	Vacation Preference .....	28
18.3	Vacation Carryover .....	28
18.4	Vacation Schedules .....	28
18.5	Vacation Schedule Changes.....	29
18.6	Vacation Pay Upon Dismissal .....	29
18.7	Vacation Credits Upon Death .....	29
18.8	Approved Leave of Absence With Pay During Vacation.....	29
18.9	Vacation Interruption .....	29
18.10	Banked Vacation .....	29
18.11	Prime Time Vacation Period .....	29
<b>ARTICLE 19 - SICK LEAVE .....</b>		<b>30</b>
19.1	Sick Leave Credits.....	30
19.2	Employee to Inform Employer .....	30
19.3	Medical/Dental Appointments.....	30
19.4	Workers' Compensation Benefit.....	30
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVES .....</b>		<b>31</b>
20.1	Special Leave .....	31

20.2	Bereavement Leave .....	31
20.3	Full-Time Union or Public Duties .....	31
20.4	Leave for Court Appearances .....	32
20.5	Elections .....	32
20.6	General Leave .....	32
20.7	Benefits While on Unpaid Leave of Absence .....	32
20.8	Compassionate Care Leave .....	33
<b>ARTICLE 21 - MATERNITY AND PARENTAL LEAVE .....</b>		<b>33</b>
21.1	Maternity Leave .....	33
21.2	Parental Leave.....	34
21.3	Leave without Pay.....	34
21.4	Aggregate Leave.....	34
21.5	Return from Leave .....	34
21.6	Benefit Plan .....	34
21.7	Seniority Rights on Return to Work .....	34
21.8	Sick Leave Credits.....	35
21.9	Extended Childcare Leave .....	35
<b>ARTICLE 22 - SAFETY AND HEALTH .....</b>		<b>35</b>
22.1	Conditions .....	35
22.2	Working Environment.....	35
22.3	Mental Health .....	35
22.4	Joint Safety and Health Committee .....	36
22.5	Strain Injury Prevention.....	37
22.6	Hearing Examinations.....	37
22.7	Unsafe Work .....	37
22.8	Workplace Violence/Aggressive Conduct.....	38
22.9	Domestic Violence .....	38
22.10	Investigation of Incidents .....	38
22.11	Injury Pay Provision .....	39
22.12	Transportation of Accident Victims.....	39
22.13	Employee Check-in .....	39
22.14	Communicable Diseases and Parasitic Infestations .....	39
22.15	Protective Clothing and Supplies .....	40
<b>ARTICLE 23 - TECHNOLOGICAL CHANGE .....</b>		<b>40</b>
23.1	Definition.....	40
23.2	Advance Notice .....	41
23.3	Discussions .....	41
23.4	Employment Protection .....	41
23.5	Training.....	41
23.6	New Employees .....	41
<b>ARTICLE 24 - PROMOTION AND STAFF CHANGES .....</b>		<b>41</b>
24.1	Job Postings.....	41
24.2	Information in Postings .....	41
24.3	Appointment Policy .....	42
24.4	Transfers.....	42
24.5	Trial Period .....	42
24.6	Local Union Observer .....	42
24.7	Notification .....	42

24.8	Right to Grieve .....	43
24.9	Expedited Process .....	43
24.10	Vacation Letters .....	44
24.11	Temporary Vacancies .....	44
24.12	Interviews.....	44
24.13	Deemed Qualified .....	44
24.14	Evaluation Reports.....	44
24.15	Job Descriptions .....	44
<b>ARTICLE 25 - CAREER DEVELOPMENT.....</b>		<b>45</b>
25.1	Purpose .....	45
25.2	Staff Development Leave .....	45
<b>ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>46</b>
26.1	Equal Pay .....	46
26.2	Paydays.....	46
26.3	Rates of Pay.....	46
26.4	Substitution Pay .....	46
26.5	Rate of Pay on Reclassification or Promotion.....	46
26.6	Pay on Temporary Assignment .....	46
26.7	Reclassification of Position .....	46
26.8	Transportation .....	46
26.9	Meal Allowance .....	47
26.10	Salary Rate Upon Employment .....	47
26.11	Criminal Record Check.....	47
<b>ARTICLE 27 - HEALTH AND WELFARE BENEFITS .....</b>		<b>47</b>
27.1	Eligibility .....	47
27.2	Termination.....	47
27.3	Definition of Spouse and Other Dependants.....	48
27.4	BC Medical Services Plan .....	48
27.5	Dental Plan .....	48
27.6	Extended Health Plan .....	48
27.7	Group Life and Accidental Death and Dismemberment .....	48
27.8	Payment of Premiums .....	49
27.9	Continuation of Benefits.....	49
<b>ARTICLE 28 - GENERAL CONDITIONS .....</b>		<b>49</b>
28.1	Damage to Personal Property .....	49
28.2	Personal Property .....	49
28.3	Supply and Maintenance of Equipment .....	49
28.4	Indemnity.....	49
28.5	Copies of Agreement .....	50
28.6	Contracting Out.....	50
28.7	Personal Duties .....	50
28.8	Staff Confidentiality .....	50
28.9	Required Certificates .....	50
28.10	Volunteers.....	50
<b>ARTICLE 29 - MisUSE OF MANAGERIAL/sUPERVISORY AUTHORITY .....</b>		<b>50</b>
<b>ARTICLE 30 - CASUAL EMPLOYEES.....</b>		<b>52</b>
30.1	Employment Status.....	52

30.2	Seniority .....	52
30.3	Casual Call-in Procedures .....	52
30.4	Leaves of Absence.....	53
30.5	Paid Holidays and Vacation for Casual Employees.....	53
30.6	Application of Agreement to Casual Employees .....	53
30.7	Statutory Holidays .....	53
30.8	Regular to Casual Status .....	54
<b>ARTICLE 31 - RRSP .....</b>		<b>54</b>
<b>ARTICLE 32 - DOMESTIC VIOLENCE.....</b>		<b>54</b>
32.1	Exception to Entitlements .....	54
32.2	Place of Work Accommodation.....	54
32.3	Hours of Work Accommodations.....	55
32.4	Domestic Violence Leave.....	55
32.5	Conversion of Hours .....	56
<b>ARTICLE 33 - Term of agreement .....</b>		<b>56</b>
33.1	Duration .....	56
33.2	Notice to Bargain .....	56
33.3	Commencement of Bargaining.....	56
33.4	Changes in Agreement .....	56
33.5	Effective Date of Agreement .....	56
33.6	Agreement to Continue in Force.....	56
<b>APPENDIX A - Wage Grid .....</b>		<b>58</b>
<b>APPENDIX B.....</b>		<b>59</b>

**DEFINITIONS**

For the purpose of this agreement:

- (1) "*bargaining unit*" - is the unit for collective bargaining for which the B.C. Government Employees' Union was certified by the *Labour Relations Board* of British Columbia on December 11, 2018;
- (2) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection;
- (3) "*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 or have been co-habiting 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;
- (4) "*Classification*" - defined for the purposes of all collective agreement as those classifications listed in Appendix A (Wage grid). Each regular employee will be assigned to a classification.
- (5) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with the Employer.
- (6) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (7) "*Day*" - is a calendar day unless otherwise stated.
- (8) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular employee*" - means an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) "*auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    - i) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave;
    - ii) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;
- (9) "*employee*" - does not include:
  - (a) persons excluded by the *Labour Relations Code* of British Columbia
  - (b) incumbents of managerial or confidential positions mutually excluded by the parties to this agreement;
- (10) "*Employer*" - means the Immigrant and Multicultural Services Society of Prince George.
- (11) "*field status*" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;
- (12) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;

- (13) "*hours of operation*" - are the hours established by the Employer to provide adequate service and to fulfil the functions of the work unit;
- (14) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled;
- (15) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (16) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (17) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (18) "*travel status*" - with respect to an employee means absence of the employee from their headquarters location on employer business with the approval of the Employer.
- (19) "*Union*" - means the British Columbia Government and Services Employees Union as certified to represent the employees.
- (20) "*work schedule*" - means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to provide orderly collective bargaining between the Employer and BCGEU. Both the Employer and BCGEU agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.

The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### 1.2 Future Legislation

(a) In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter will be sent to arbitration as provided in Article 10 (Arbitration).

(b) If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

### 1.3 Conflict with Regulations

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

## 1.4 No Discrimination

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

The Employer and BCGEU agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity, or criminal or summary conviction that is unrelated to the employment of that person.

## ARTICLE 2 - DEFINITIONS

### 2.1 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer shall take such action as are necessary respecting an employee engaging in harassment in the workplace.

### 2.2 Personal and Psychological Harassment Definition

(a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

- (1) created a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) in discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (4) Good Faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### 2.3 Sexual Harassment Definition

(a) Sexual Harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering, staring or making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal of promise or reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed towards members of either sex.

## 2.4 Harassment Complaints

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

## 2.5 Harassment Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Executive Director. When the Executive Director has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) 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 Article 2 (Harassment), and the remedy sought.
- (d) The Executive Director or designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the Executive Director (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:

- (1) The complainant will contact the Union.

(2) As soon as possible but within 30 days the Union will notify the Executive Director (or equivalent) and the Board of Directors. Clause 2.5(a) and (c) apply to the notice. Within 14 days of receiving the notice the Board of Directors will identify to the Union who will serve as the representative of the Employer in respect of the complaint.

(3) The employer representative and the Union will appoint either Irene Holden or Corinn Bell to resolve the complaint (The person appointed is referred to below as "*the Appointee*".)

(4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace, respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Executive Director and the Union. The report and recommendations will remain confidential, except for distribution to the Board of Directors, the Union, the complainant and the respondent. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

(5) The Appointee's fees and expenses will be shared by the Employer and the Union.

(j) The Employer may take appropriate action, including discipline, against a complainant if the complaint is found to be of a frivolous or vexacious nature.

## **2.6 Arbitrator**

(a) Where either party to the proceeding is not satisfied with the Executive Director's response under 2.5(d) above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under 2.5(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

(1) dismiss the complaint,

(2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and

(3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

(b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of General Manager or the Arbitrator.

(c) The Arbitrator chosen will be the Arbitrator from the list in Article 10 that has the earliest available date that is at least 14 days after the date of referral.

## **2.7 Anti-Bullying**

(a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expecting to adhere to acceptable conducts at the time by respecting the rights and feelings of others and by refraining from an behaviour that might be harmful to others.

(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a worker's performance;
- (3) Otherwise adversely affects others.

(c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the General Manager or his designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

(f) An employee in need of assistance may call *WorkSafeBC* Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Unit Defined

*"The bargaining unit shall comprise all employees of the Employer, except those excluded by the Code or as previously agreed."*

#### 3.2 Bargaining Agent Recognition

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees covered by the certification.

#### 3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement, will be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, will be forwarded to the President of the Union or designate.

#### 3.4 No Other Agreement

No employees covered by this agreement will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this agreement.

#### 3.5 No Discrimination for Union Activity

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

#### 3.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) A steward, or their alternate, must obtain the permission of their immediate supervisor before leaving work to perform their duties as a steward. Leave for this purpose will be without loss of pay.

Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.

(c) The duties of stewards will 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 ballot boxes and other related functions during ratification votes;
- (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (5) attending meetings called by the Employer; and
- (6) other responsibilities as needed.

### **3.7 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.

### **3.8 Union Meetings**

The Union is permitted to conduct up to four one-hour meetings per year at each geographic location of the Employer's place of business. The Union agrees to provide the Employer with four weeks' notice of the meeting. Such meetings are permitted during work hours and are without loss of pay for employees to attend.

### **3.9 Union Insignia**

A union member will have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such card will remain the property of the Union and will be surrendered upon demand.

### **3.10 Time Off for Union Business**

Leave of absence without loss of seniority will be granted:

(a) *Without Pay*

- (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 called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) to stewards to maintain all bulletin boards;

- (6) to employees designated by the Union to sit as observers on interview panels;
- (7) to the grievor to attend an arbitration board or any other Labour Relations body;
- (8) Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing will be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing will be granted that shift off without pay at the employee's request.
- (9) to members of the Union designated on union business.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties as per Article 3.6 (Recognition and Rights of Stewards);
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

(c) *With Straight-Time Pay*

To members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

(d) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article will include sufficient travel time, where necessary.

(e) *Collective Bargaining*

Time spent by employees who are members of the BCGEU Bargaining Committee will be without loss of pay for time spent in direct negotiations with the Employer for the renewal of this collective agreement.

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

- (a) All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty will be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

### **3.12 Labour Relations Code**

The parties hereto subscribe to the principles of the *Labour Relations Code* of British Columbia.

### **3.13 Emergency Services**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

#### **ARTICLE 4 - UNION SECURITY**

(a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership. Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

#### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

##### **5.1**

The Employer will, as a condition of employment, deduct from the gross 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.

The Employer will deduct from the gross salary of an 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.

Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted. All deductions will be remitted to the Union not later than 28 days after the date of deduction and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount will be the amount deducted. From the date of the signing of this agreement and for its duration, no employee organization other than the Union will be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

The Employer will supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1<sup>st</sup> of the succeeding year.

An employee will, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.

The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

##### **5.2 Technical Information**

(a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

(b) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date	yyyymmdd	
8	Appointment Code		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

#### **ARTICLE 6 - EMPLOYER AND UNION WILL 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 Dues Check-off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.

The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - EMPLOYER'S RIGHTS**

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

#### **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

##### **8.1 Representation**

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union will supply the Employer with the names of its officers and similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## 8.2 Union Representatives

The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business.

Representatives of the Union will notify the designated Employer's official in advance of their intention and their purpose for entering and will not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

## 8.3 Labour Management Committee

(a) There will be established a labour/management committee composed of two union representatives and two employer representatives. Each party shall also have an alternate committee member. The parties may mutually agree to increase the size of the Committee up to a maximum of four union representatives and four employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad-hoc" committees as it deems necessary and will set guidelines and operating procedures for such committees.

(b) The Committee will meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Union shall be compensated with straight-time pay. Compensation at a straight-time pay for work outside the Committee members' regular working hours is limited to a combined total of 24 hours per year.

(c) An employer representative and a union representative will alternate in presiding over meetings. Minutes of each meeting of the Committee will be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes will be distributed to the Union and the Employer within three working days.

(d) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and will not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

## ARTICLE 9 - GRIEVANCES

### 9.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

(a) Differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of the agreement, arbitral award, including a question as to whether or not a matter is subject to arbitration; or

- (b) The dismissal, discipline, or suspension of an employee bound by this agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

## **9.2 Step 1**

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor. The aggrieved employee will have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they will not, where possible, act as a steward in respect of their own grievance, but will submit the grievance through another steward or union staff representative.

## **9.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4 (Step 2), must do so not later than 30 days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

## **9.4 Step 2**

- (a) Subject to the time limits in Article 9.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the designated local supervisor through the union steward.

- (b) The local supervisor will:

- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
- (2) provide the employee with a receipt stating the date on which the grievance was received.

## **9.5 Time Limit to Reply to Step 2**

- (a) Within 10 days of receiving the grievance at Step 2, the representative of the Employer to handle grievances at Step 2 and the designated union representative 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's designate at Step 2 will reply in writing to the Union within 14 days of receiving the grievance at Step 2. Where the grievance concerns a disciplinary matter, the reply shall include the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

### **9.6 Step 3**

The President of the Union, or their designate, may present a grievance at Step 3:

- (a) within 14 days after the reply has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.

### **9.7 Time Limit to Reply to Step 3**

The representative designated by the Employer to handle grievances at Step 3 will reply in writing to the grievance within 30 days of receipt of the grievance at Step 3.

### **9.8 Time Limit to Submit to Arbitration**

- (a) Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:
  - (1) 30 days after the Employer's reply at Step 3 has been received; or
  - (2) 30 days after the Employer's reply was due.
- (b) Once the Employer has been informed of the intention to submit the dispute to arbitration the parties will exchange particulars and documents that have not already been provided. Nothing in this article precludes a party from obtaining a disclosure order from an appointed arbitrator.

### **9.9 Failure to Act**

If the President of the Union, or their 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 future grievance.

### **9.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail it will be deemed to be presented on the day on which it is postmarked and it will be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by priority courier or facsimile.

### **9.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

### **9.12 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.

(b) 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 will be considered to have been abandoned.

(c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, will not have their grievance deemed abandoned through the filing of the complaint.

### **9.13 Policy Grievance**

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 (Arbitration).

### **9.14 Technical Objections to Grievances**

It is the intent of both parties of this agreement that no grievance will 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 will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other party within 30 days of the receipt of the reply at the Step 3, that the grievance is to be submitted to arbitration. Such notice will be by priority courier or by facsimile.

### **10.2 Appointment of the Arbitrator**

Where a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected from the below list. The individuals will be appointed in rotation unless they are unable to schedule the hearing within 60 days in which case the next individual on the list will be appointed. Where the parties mutually agree, an arbitrator who is not listed may be appointed.

- (a) Arne Pletz
- (b) Robert Pekeles
- (c) Mark Brown
- (d) Marguerite Jackson, Q.C.

### **10.3 Board Procedure**

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and will give full opportunity to all parties to present evidence and make representations. They will hear and determine the difference or allegation and will make every effort to render a decision within 30 days of their first meeting.

#### **10.4 Decision of Arbitrator**

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

#### **10.5 Disagreement on Decision**

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator will make every effort to provide written clarification within seven days of receipt of the application.

#### **10.6 Expenses of Arbitrator**

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

#### **10.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

#### **10.8 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **10.9 Expedited Arbitration**

- (a) The parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances will 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 of a provision of the collective agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection;
  - (8) demotions.

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

(c) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.

(d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.

- (e) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing will 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 regular arbitration hearing pursuant to Article 10.2 (Appointment of the Arbitrator).
- (h) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee, that may result in their suspension or discharge, the procedure outlined herein will be followed.

### **11.2 Dismissal and Suspension**

- (a) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension and an employee will have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal will be forwarded to the President of the Union or the designated staff representative within five working days.
- (b) A suspension of indefinite duration will be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as a dismissal grievance.

### **11.3 Burden of Proof**

In all cases of discipline, the burden of proof of just cause will rest with the Employer.

### **11.4 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- (d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. Any suspension issued, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction.
- (e) 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.

### **11.5 Personnel File**

- (a) An employee, or the President of the Union or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five working days' notice prior to giving access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

### **11.6 Right to Have Union Representative Present**

- (a) An employee will 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. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause will not apply to those interviews that are of an operational nature and do not involve disciplinary action.
- (b) A steward will have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.
- (c) An employee has the right to select the steward they wish to represent them provided that this does not result in an undue delay.

### **11.7 Abandonment of Position**

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee will be afforded the opportunity within 10 days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **11.8 Probation**

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Article 11.2 (Dismissal and Suspension) of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all other employees will be three months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed six calendar months.
- (c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months.

(d) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.

### **11.9 Employee Investigations**

(a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

(b) The Employer shall complete its investigation within 30 days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and will not be referred to by either party in any third party proceedings.

(c) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.

## **ARTICLE 12 - SENIORITY**

### **12.1 Seniority Defined**

Seniority includes employment with the Employer prior to certification and will be as follows:

(a) Regular employees will have a seniority date, which includes all seniority as a regular employee and as a casual employee and will include all absences for which seniority continues to accumulate.

(b) Casual employees will accrue seniority on an hourly basis for all hours paid.

(c) For the purpose of casual seniority, seniority will be credited as all hours paid for and will include all absences for which seniority continues to accumulate.

(d) Upon achieving regular employee status, a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee's seniority date.

(e) Regular employees who are returned to casual status will have their seniority converted to hours.

### **12.2 Seniority List**

The Employer will prepare and provide to the Union once every six months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay;
- (e) employee's status

This seniority list, except rate of pay, will be posted by the Employer at all worksites for 30 days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes for the duration of that posting period.

The Employer will provide the Union and a union designated employee with a copy of the seniority list upon request.

### **12.3 Loss of Seniority**

An employee will lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate their employment or abandons their position, as per Article 11.7 (Abandonment of Position);
- (c) they are on layoff for more than one year;
- (d) upon being notified by the Employer by registered mail and/or email at their last known address/email address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees will have up to 14 days to return to work unless an alternate date is set out in the recall notice;
- (e) they are permanently promoted to an excluded position and does not return to the bargaining unit within six months.

### **12.4 Re-Employment**

An employee who resigns their position and within 90 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

### **12.5 Same Seniority**

When two or more employees have the same seniority and when mutual agreement cannot be reached, then seniority will be determined by chance.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Definition of a Layoff**

"Layoff" is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

### **13.2 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 13.3 (Layoff), the Employer will canvass employees in order to invite:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) early retirement; or

- (3) other voluntary options, as agreed to by the Union and the Employer; or
- (4) option of voluntary terminating employment with severance as per Employment Standards with an additional benefit of \$500 for each year of continuous service.

Where more than one employee expresses interest in one of the above options, they will be offered to qualified employees on the basis of seniority.

(b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.

(c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

### 13.3 Layoff

Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will be laid off by classification and program, in reverse order of seniority within.

Where the Employer believes there is a bona fide exception needed to the language above due to the nature of the program, the Union and the Employer will meet to discuss. Should the parties not be in agreement, the layoff will be subject to the grievance procedure.

Layoff notice will include a current list of junior positions available to bump under Article 13.4 (Bumping).

### 13.4 Bumping

- (a) The Employer will identify the date that the layoff will begin.
- (b) The laid off employee and the first two employees affected by bumping may choose:
  - (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
  - (2) to bump any employee with less seniority if they are qualified to satisfactorily perform the work.
- (c) Subsequent employees affected by bumping who are qualified to satisfactorily perform the work may choose:
  - (1)
    - (i) to bump the least senior employee in either their classification or a similar classification whose weekly hours are up to four hours more or less than the employee's or
    - (ii) the least senior employee in a "*dissimilar classification*" whose weekly hours are up to four hours more or less than the employee's and that employee is junior to the employee who would have been bumped if the option in (i) above had been selected.
  - (2) if no options exist under (1)(i) above then the employee may choose to use the process in (1) above to bump within the next four hour time band. If no options are available in this time band in the employee's own or similar classification the employee may choose the next four hour time band, this process will continue until the employee bumps or there are no more time bands available to the employee.

Similar classification means – in the same job family and in the same grid level or one grid level above or below the displaced employees grid level.

- (d) An employee must exercise their bumping rights within seven days of receiving a notice of layoff by providing written notice to the Executive Director.

### **13.5 Recall**

- (a) Employees will 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 will be sent by registered mail and/or email. Employees must accept recall within seven days of receipt of the registered mail and/or email. Employees will have 14 days after accepting recall to return to work unless an alternate date is set out in the recall notice.
- (b) The recall period will be eighteen months. At the end of the recall period, an employee has the right to become a casual employee and be placed on casual call-in lists with their seniority.
- (c) New employees will not be hired into a regular position until those laid off have been given an opportunity of recall.
- (d) Job posting under Article 24 (Promotion and Staff Changes) will occur prior to recall of any employee. When there are employees on the recall list, job postings will include a copy of this article.
- (e) Employees on the recall list have the right to apply for job postings as an internal applicant.
- (f) When an employee on the recall list is a qualified applicant to a position, then the Employer will not consider applications to the vacancy from any less senior employees.
- (g) When an employee on the recall list is the successful applicant to a position, they will not be expected to start in the new position until 14 days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.
- (h) Should the employee not continue in the assignment beyond their trial period, and where the employee is still within their eighteen month recall period, they will be returned to the recall list for the remainder of their eighteen month recall period.

### **13.6 Advance Notice**

The Employer will provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) one week's notice and/or pay in lieu of notice after three consecutive months of employment; or
- (b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or
- (c) three weeks' notice and/or pay in lieu of notice after two consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

### **13.7 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls may be initiated at Step 2 or 3 of the grievance procedure.

**ARTICLE 14 - HOURS OF WORK****14.1 Definitions**

For the purpose of this article, "*day*" means a 24 hour period commencing at 00:01 hours, and "*week*" means a period of seven consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

**14.2 Hours of Work**

- (a) Standard hours of work 35 hours per week with a one-half hour lunch break.
- (b)
  - (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they are not required to work, the employee will be paid for a minimum of two hours' pay at their regular rate.
  - (2) An employee reporting for work at the call of the Employer, will be paid a minimum of three hours' pay at their regular rate if they commence work.
- (c) *Shifts Less Than Four Hours*

This variance is granted with the following conditions and applies to the employee noted below. Casual employees working in these identified classifications are subject to the same conditions.

- (1) English Language Instructors shall be compensated for a minimum of three point five hours' pay or payment for actual hours worked in excess of three point five hours per day;
  - (2) Childcare Workers shall be compensated for a minimum of three hours' pay, or payment for actual hours worked in excess of three hours per day;
  - (3) employees' entitlement under the collective agreement to statutory holiday pay is not affected by this variance.
- (d) No employee will be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer. The Employer will canvass employees for those seeking to be scheduled a sixth day.
- (e) Notwithstanding (d), employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum hours listed in Article 14.2(a) (Hours of Work). Employees must have a 24 hour break after six consecutive days of work.
- (f) To ensure efficient and effective service delivery within a climate of fairness, current arrangements regarding the assignment of additional hours will continue until such time as local issue negotiations on this matter are complete. If no agreed upon arrangements exists the following will apply:
  - (1) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:
    - (i) full-time employees;
    - (ii) part-time employees;
    - (iii) casual employees.
  - (2) Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will be used to calculate all benefits of this collective agreement except as provided in Article 27 (Health and Welfare Benefits).

- (3) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

#### **14.3 Rest Periods**

- (a) Rest periods will be taken without loss of pay to the employees.
- (b) All employees will have two 15 minute rest periods in each work period in excess of four hours, one rest period to be granted before and one after the meal period.
- (c) Employees working a shift of four hours or less, but not more than four hours, will receive one rest period during such a shift.

#### **14.4 Meal Periods**

- (a) Meal periods will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be not less than 30 minutes.
- (b) An employee will be entitled to take their meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period will be considered as time worked at straight-time including the accrual of all benefits of the collective agreement. Where employees are required to remain at work during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.
- (c) Where an employee is required to accompany a client away from the worksite for a meal, the employee will be reimbursed for the actual cost of their meal.

#### **14.5 Flextime**

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
  - (1) choose their starting and finishing times; and
  - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for employees on flextime will be one pay period.
- (d) The workday for those employees on flextime will not exceed 10 hours.

#### **14.6 Staff Meetings**

Employees who are required to attend staff meetings will be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

#### **14.7 Conversion of Hours**

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2(a) (Hours of Work), special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave will be converted to hours on the basis of the normal full-time daily hours of work outlined in

Article 14.2(a) (Hours of Work), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

## ARTICLE 15 - SHIFTS

### 15.1 Split Shifts

There shall be no split shifts.

### 15.2 Work Schedules

- (a) Work schedules must be posted 14 calendar days in advance of the beginning of the work schedule.
- (b) Changes to the posted work schedule may only be made for bona fide operational requirements.
- (c) If a change to the employee's schedule is initiated by the Employer with less than 48 hours' notice, the employee will be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
  - (1) the scheduled daily hours of a full-time employee;
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (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.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

### 16.2 Overtime Entitlement

Overtime entitlement will be calculated in 20 minute increments; however, employees will not be entitled to any compensation for periods of overtime of less than 10 minutes per day.

### 16.3 Recording of Overtime

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

### 16.4 Sharing of Overtime

Overtime work will be allocated equitably within the worksite.

### 16.5 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2 (Hours of Work), or who are requested to work on their scheduled day of rest, will be paid:

- (a) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
- (b) double-time for hours worked in excess of the two hours referred to in (a) above;

- (c) double-time for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

An employee may choose to receive equivalent compensatory time off in lieu of overtime. Time off will be scheduled at a mutually agreeable time.

#### **16.6 No Layoff to Compensate for Overtime**

Employees will not be required to lay off during regular hours to equalize any overtime worked.

#### **16.7 Right to Refuse Overtime**

- (a) All employees will have the right to refuse to work overtime, without being subject to disciplinary action for so refusing.
- (b) When an employee is required to work overtime, the Employer will pay for any dependant care expenses incurred by the employee. Such expenses are to be the dependant care expenses normally paid by the employee.

#### **16.8 Callback Provisions**

Employees called back to work, to work overtime will be compensated for a minimum of two hours at applicable overtime rates.

These employees will receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work, the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance will be two dollars.

#### **16.9 Rest Interval**

An employee required to work overtime beyond their regularly scheduled shift will 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 will apply to all hours worked on the regular shift which fall within the eight hour period.

#### **16.10 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, will be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, will be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates will apply to hours worked in excess of (a) or (b) above.
- (d) Employees will have the option of receiving monetary compensation for overtime worked, or time-off in lieu. Time off in lieu will be scheduled at a mutually agreeable time. Requests for time-off in lieu will not be unreasonably withheld.

### **16.11 Authorization and Application of Overtime**

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees will have the option of receiving monetary compensation for overtime worked, or time-off in lieu. Time off in lieu will be scheduled at a mutually agreeable time. Requests for time-off in lieu will not be unreasonably withheld.

The Employer and BCGEU recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee will, when possible, make every effort to obtain authorization. If this is not possible, they will use their discretion in working the overtime and the Employer will be considered to have authorized the time in advance.

## **ARTICLE 17 - HOLIDAYS**

### **17.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal or provincial governments will also be a paid holiday.

### **17.2 Holiday Falling on Saturday or Sunday**

For an employee whose normal 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 another day, the following Monday will be deemed to be the holiday.

When a holiday falls on a Sunday and it is not proclaimed as being observed on another day, the following Monday (or Tuesday, where the preceding section already applies), will be deemed to be the holiday for the purpose of this agreement

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

When a paid holiday falls on a regular employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken within six months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 (Vacation Schedules).

### **17.4 Working on a Designated Lieu Day**

If a regular employee is called to work on a day designated as the lieu day, the employee will be compensated at time and one-half for all hours worked and the lieu day will be rescheduled in accordance with Article 17.3 (Holiday Falling on a Day of Rest).

**17.5 Holiday Falling on a Workday**

An employee who is required to work on a designated holiday will be compensated one point five times their regular hourly rate of pay for the hours worked. All regular employees will also receive a day off in lieu. The lieu day will be scheduled by mutual agreement or in accordance with Article 18.5 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day will be scheduled by mutual agreement and taken within six months of the day in which it was earned or where the Employer and the employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 (Vacation Schedules).

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

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

**17.7 Paid Holiday Pay**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 working days preceding their holiday, in which case they will receive the higher pay.

**17.8 Other Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four days' leave without pay per calendar year. Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the four days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Annual Vacation Entitlement**

- (a) Regular employees who have been continuously employed at least six months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months service based on the total completed calendar months employed to the commencement date.

- (b) Regular full-time employees with one or more years of continuous service will have earned the following vacation with pay:

(1)	1 year's continuous service .....	10 workdays
(2)	2 years' continuous service.....	12 workdays
(3)	3 years' continuous service.....	15 workdays
(4)	4 years' continuous service.....	17 workdays
(5)	5 years' continuous service.....	20 workdays
(6)	6 years' continuous service.....	21 workdays
(7)	7 years' continuous service.....	22 workdays
(8)	8 years' continuous service.....	23 workdays
(9)	9 years' continuous service.....	24 workdays

(10)	10 years' continuous service.....	25 workdays
(11)	11 years' continuous service.....	26 workdays
(12)	12 years' continuous service.....	27 workdays
(13)	13 years' continuous service.....	28 workdays
(14)	14 years' continuous service.....	29 workdays
(15)	15 years' continuous service.....	30 workdays
(16)	16 years' continuous service.....	31 workdays
(17)	17 years' continuous service.....	32 workdays
(18)	18 years' continuous service.....	33 workdays
(19)	19 years' continuous service.....	34 workdays
(20)	20 years' continuous service.....	35 workdays

- (c) Annual vacation entitlement will be adjusted for any unpaid leaves of absence in excess of 20 days per year in accordance with Article 20.7 (Benefits While on Unpaid Leaves of Absence).
- (d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis.
- (e) Employees engaged on a part-time basis shall have a one time option, to either;
  - (1) Accrue vacation as per 8.1(b) above; or
  - (2) receive, each pay period, an amount equal to the employees seniority accumulation.

#### **18.2 Vacation Preference**

- (a) Preferences in the selection and allocation of vacation time will be determined on the basis of seniority within the worksite.
- (b) An employee will be entitled to receive their vacation in an unbroken period. If an employee wishes to split their vacation, they must take at least one block of vacation of at least five days in duration, but the Employer continues to encourage staff to take annual vacation in unbroken periods.
- (c) Regular vacations will have priority over vacation time carried over under the provisions of Article 18.3 (Vacation Carryover).

#### **18.3 Vacation Carryover**

- (a) A regular employee may carry over up to five days' vacation leave per year, except that such vacation carryover will not exceed 15 days at any time. An employee will not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not scheduled or designated for carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (b) A single vacation period, which overlaps the end of a vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.4 Vacation Schedules**

- (a) Selection of vacation will be submitted by November 30<sup>th</sup>, and the posting of the approved vacation schedule shall be completed by December 15<sup>th</sup> for the following calendar year.
- (b) Once the approved vacation schedule has been posted, it shall only be changed by mutual consent with reasonable notice.
- (c) Vacation will be approved based on seniority.

**18.5 Vacation Schedule Changes**

Vacation schedules, once approved by the Employer, will not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

**18.6 Vacation Pay Upon Dismissal**

Employees dismissed for cause will be paid their unused earned vacation allowance pursuant to Article 18.1 (Annual Vacation Entitlement).

**18.7 Vacation Credits Upon Death**

Where an employee has designated a beneficiary, earned but unused vacation entitlement will be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

**18.8 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

**18.9 Vacation Interruption**

- (a) Employees who have commenced their annual vacation will not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they will be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled will not be counted against their remaining vacation time.

**18.10 Banked Vacation**

Once every five years an employee may bank one full year's vacation to be taken in conjunction with the next year's vacation. For the purposes of this clause, all vacation in the second year must be taken concurrently.

**18.11 Prime Time Vacation Period**

Subject to the provisions of this article, it is the intent of the parties that no employee will be restricted in the time of year they choose to take their vacation. The Employer will make every effort to allow employees to take their vacation during the period of April 15<sup>th</sup> to October 15<sup>th</sup> inclusive, which will be defined as the prime time vacation period.

**ARTICLE 19 - SICK LEAVE****19.1 Sick Leave Credits****(a) Premium Reduction**

The following sick leave provision may be varied by mutual agreement between BCGEU and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

**(b) Sick Leave Credits**

Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one day per month to a maximum of 156 days. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date. Upon request, an employee will be advised in writing of the balance of their sick leave credits.

(c) Each sick leave day will be compensated at 100% of the employee's regular rate of pay.

(d) All sick leave credits are cancelled when an employee's employment is terminated.

**19.2 Employee to Inform Employer**

(a) The employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.

(b) The Employer may request proof of illness after the third consecutive workday of absence due to illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition. The Employer shall reimburse any employee for such requested proof of illness.

**19.3 Medical/Dental Appointments**

(a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay will be granted in accordance with Article 19.1(c) (Sick Leave Credits).

(b) Where an employee's qualified medical practitioner refers the employee to a specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such specialist, will be granted in accordance with Article 19.1(c) (Sick Leave Credits).

(c) Illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member up to two days will be granted in accordance with Article 19.1 (Sick Leave Credits).

**19.4 Workers' Compensation Benefit**

(a) Employees will receive directly from the Workers' Compensation Board (WCB) any wage loss benefits to which they may be entitled.

(b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue.

(c) An employee will be entitled to use accrued sick leave credits while waiting for WCB benefits to be approved. An employee will reimburse the Employer for any sick leave paid to them at such time as WCB benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

## ARTICLE 20 - SPECIAL AND OTHER LEAVES

### 20.1 Special Leave

Where leave from work is required, a regular employee who has completed probation will be entitled to special leave without pay to a maximum of 10 days per year for the following:

- (a) Marriage of the employee ..... 5 days;
- (b) Birth or adoption of the employee's child ..... 2 days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member ..... up to 2 days;
- (d) Attend wedding of employee's child ..... 1 day;
- (e) Moving household furniture and effects ..... 1 day;
- (f) Attend their formal hearing to become a Canadian citizen ..... 1 day;
- (g) Court appearance for hearing of employee's child ..... 1 day;
- (h) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:
  - (1) the care, health or education of a child in the employee's care, or
  - (2) the care or health of any other member of the employee's immediate family.
- (i) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee will be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

Employees may utilize their vacation and paid banks, excluding sick leave, for the purposes of (c) and (h) above.

### 20.2 Bereavement Leave

- (a) Bereavement leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.
- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the compassionate leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will be restored.

### 20.3 Full-Time Union or Public Duties

- (a) Long-term leave of absence without pay and without loss of seniority will be granted:

- (1) for employees elected to a full-time position with the Union for a period of one year;
  - (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Services Employees' Union;
  - (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (b) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:
- (1) For employees to seek election in a municipal, provincial, federal, First People's or other Aboriginal election for a maximum period of 90 days;
  - (2) for employees elected to a public office for a maximum period of five years.

#### **20.4 Leave for Court Appearances**

- (a) The Employer will grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the courts.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.
- (e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

#### **20.5 Elections**

Any employee eligible to vote in a federal, provincial, municipal, first nations or other Aboriginal election or a referendum will have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

#### **20.6 General Leave**

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be withheld unjustly. A general leave request will not exceed one year in duration, at any one time.
- (b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

#### **20.7 Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 consecutive work shifts in any calendar year. For any leave of absence in excess of 20 consecutive work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance

with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence up to 20 consecutive working days in any year will continue to accumulate seniority and all the benefits.

If an unpaid leave of absence exceeds 20 consecutive working shifts in any year, the employee will not accumulate benefits from the 21<sup>st</sup> day of the unpaid leave, but will accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

Payment of benefit premiums will be prorated for partial months.

### **20.8 Compassionate Care Leave**

An employee who has been approved for Employment Insurance Compassionate Care Benefits will be approved for an unpaid leave of absence up to 27 weeks.

Employees waiting for approval of Employment Insurance Compassionate Care Benefits may be granted general leave as per Article 20.6 (General Leave).

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

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

### **21.1 Maternity Leave**

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under 21.1(b) above must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

## 21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave),
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

## 21.3 Leave without Pay

All leave taken under Article 21 (Maternity and Parental Leave) is leave without pay.

## 21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 (Maternity Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 21.1(f) (Maternity Leave) and/or 21.2(c) (Parental Leave).

## 21.5 Return from Leave

- (a) On return from leave, an employee will be placed in their former or equivalent position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 21.1 (Maternity Leave) or 21.2 (Parental Leave).

## 21.6 Benefit Plan

The Employer agrees to pay the Employer's share of these premiums for all regular employees while on maternity or parental leave.

## 21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to any other right or entitlement contained within the collective agreement.

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### **21.8 Sick Leave Credits**

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

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

### **21.9 Extended Childcare Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 (Maternity Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended childcare leave.

An employee on extended childcare leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended childcare leave, an employee will be placed in their former position.

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

### **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 this section.

### **22.2 Working Environment**

A safe and clean working environment is essential in order to carry out work assignments. 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 lifting and supporting clients/residents, the safe performance 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 Regulations, the Employer agrees 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 September 1, 2019. 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. The Employer will support the provision of education and training in Mental Health First aid for the health and safety representatives including stewards and members of the joint labour management committee. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

In keeping with this objective, the Employer agrees to support a joint working committee to adopt and implement the Canadian Standard CAN/CSA-Z1003-13. The working committee will undertake required analysis and develop a plan for implementation of the standard, starting on September 1, 2019. It is the expectation that, when creating this plan, the Employer will consult extensively with the Union.

#### **22.4 Joint Safety and Health 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, Division 4, Section 130 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 two hours to meet together to prepare for each committee meeting. 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 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 purpose 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 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 Strain Injury Prevention**

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illness which are work related.

(b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) The work methods and practices;
- (2) the layout and conditions of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environment conditions;
- (5) the physical and psychological demands of work;
- (6) in a manner consistent with WCB regulations, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the Joint Occupational Health and Safety Committee or worker health and safety representatives.

## **22.6 Hearing Examinations**

Hearing examinations required pursuant to the Worker's Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

## **22.7 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 Regulations 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, Division 6 of the *Workers Compensation Act*.

## 22.8 Workplace Violence/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 in recognizing and handling such threats to safety. The Employer will use the joint union training on the prevention of violence.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community 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.

The Employer will provide the employee with pertinent information on clients with the potential of violence, physical aggression, and/or verbal abuse within any particular workplace. The employee will be informed of specific instructions on the approach to be taken when providing care for the client.

Immediate critical incident defusing, debriefing support and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including but not limited to physical or psychological violence, death of colleague or client death or a series of such incidents. Appropriate resources will be made available to employees as soon as possible to qualified outside practitioners. Where an employee requires time off to attend critical incident defusing, debriefing or post traumatic counselling, it will be without loss of pay or benefits.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 10 days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, may request a review by *WorkSafeBC*.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WCB counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

## 22.9 Domestic Violence

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that would impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

## 22.10 Investigation of Incidents

- (a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designate worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the

employee. Where the investigation is scheduled outside of the worker representative's regular hours, they will be paid at the applicable rate of pay.

A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Workers' Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.

(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employees classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

#### **22.11 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.

#### **22.12 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.

#### **22.13 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. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Committee and the worker assigned to work alone or in isolation.

#### **22.14 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 and/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 primary care givers 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, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24 hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.
- (e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
  - (2) Post-exposure protocols.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

## **22.15 Protective Clothing and Supplies**

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

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Definition**

"*Technological change*" means:

- (a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees; or
- (c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

Technological change will not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

### **23.2 Advance Notice**

Sixty days before the introduction of any technological change, the Employer will notify the Union of the proposed change.

### **23.3 Discussions**

Within 14 days of the date of the notice under Article 23.2 (Advance Notice) of this article, the Union and the Employer will commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this agreement should be amended.

### **23.4 Employment Protection**

A regular employee who is displaced from their job because of technological change will be considered to be laid off according to Article 13 (Layoff and Recall).

### **23.5 Training**

Where technological change may require additional knowledge and skill on the part of regular employees, such employees will be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

### **23.6 New Employees**

No additional employees required because of technological change will be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

## **ARTICLE 24 - PROMOTION AND STAFF CHANGES**

### **24.1 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.
- (b) Qualified internal candidates will be considered and interviewed prior to external candidates.
- (c) Prior to posting a regular part-time position, the additional hours will be offered by seniority to regular employees who have the qualifications and work within the program/worksites in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours will form part of their ongoing regularly scheduled hours.

### **24.2 Information in Postings**

Such notice will contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "*This position is open to all qualified applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings will also state "*this position requires union membership*".

### 24.3 Appointment Policy

- (a) In filling vacancies, the determining factors will be seniority, ability, performance and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor. Where the ability, qualifications or performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant.
- (b) In this article, "*performance*" means a reasonable assessment of an applicant's fulfillment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than 12 months that must be removed from an employee's file in accordance with Article 11.4(d) (Right to Grieve Other Disciplinary Action).

### 24.4 Transfers

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.9 (Employee Investigations) applies, the Employer will provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

### 24.5 Trial Period

When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to their former position, they will be returned to their former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time, but in any event will not exceed six calendar months.

Regular employees who post into bargaining unit positions, may return to their former positions within three months. However, the expectation is that the applicant has considered the demands of the position and intends to stay in the position for the duration of the posting.

### 24.6 Local Union Observer

The President of the Union or their designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer will be a disinterested party.

### 24.7 Notification

- (a) Within seven days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant will be sent to each applicant from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit will be given, in writing, the reasons they were unsuccessful.

## 24.8 Right to Grieve

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 3 of the grievance procedure in Article 9 (Grievances) of this agreement within seven days of being notified of the results.

## 24.9 Expedited Process

(a) Where an employer has made a selection pursuant to Article 24.3(a) (Appointment Policy) and the employee disagrees with the Employer's decision, the employee may grieve the decision, as per Article 24.8, under the process set out within seven days of being notified of the results.

(b) *The dispute resolution process*

(1) The dates and locations for the hearing will be determined by the parties. The hearing will take place within 45 days of filing the grievance.

(2) The parties agree that the expedited process will be heard by one of three expedited arbitrators: Brian Foley, Wayne Moore or Chris Sullivan, depending on availability and if availability is similar, upon agreement of the parties.

(3) If there is a dispute over disclosure of documentation the parties may contact the Arbitrator by telephone conference call and request an order for disclosure.

(4) The process is intended to be informal and expeditious and therefore, the parties agree not to use outside legal counsel for expedited hearings;

(5) All presentations are to be short and concise;

(6) Each case will begin with a comprehensive opening statement by each side;

(7) The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed so long as the evidence meets the other guidelines of this protocol.

(8) Prior to rendering a decision, the Arbitrator will assist the parties in mediating a resolution to the grievance;

(c) Where mediation is not successful, the hearing will proceed as ordered by the Arbitrator and a decision will be rendered on the following basis:

(1) The Arbitrator will render a decision within two working days of the hearing.

(2) No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision. This process is not intended to prevent the Arbitrator from allowing the parties to agree upon a remedy.

(3) The decision of the Arbitrator is without prejudice. These decisions will have no precedent and value.

(4) All settlements of expedited arbitration cases prior to or during the mediated part of this expedited process will be without prejudice.

(5) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing expenses.

#### **24.10 Vacation Letters**

Employees who will be absent from duty on vacation for more than seven calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

#### **24.11 Temporary Vacancies**

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months will be posted as per Article 24.1 (Job Postings).
- (b) Casual employees may elect to maintain their 10.2% in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies will not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

#### **24.12 Interviews**

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview will suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known.

#### **24.13 Deemed Qualified**

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

#### **24.14 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay. Provision will be made on the evaluation form for an employee to sign it. The form will provide for the employee's signature in 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 will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

#### **24.15 Job Descriptions**

- (a) The job descriptions which are in existence on the date of this agreement shall comprise the base against which all changes shall be measured.

- (b) Where the Employer establishes a new job or makes a material change to an existing job covered by this agreement, the wage rate and the job description shall be forwarded to the Union. Unless notice of objection by the Union is given to the Employer within 30 calendar days of receipt of the Employer's notice to the Union, the wage rate and the job description shall be considered to have been agreed.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
- (1) the procedure whereby the job shall be established under Article 24.15 (Job Descriptions) has been followed;
  - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
  - (3) the job is properly remunerated in relation to the existing wage schedule.
- (d) If the Union does object within the above 30 day period, the matter, if not resolved may be subject to the dispute resolution process (Article 9, Grievances and Article 10, Arbitration). The Arbitrator's jurisdiction in respect to such dispute shall be limited to job classification and pay rate issues.
- (e) The Employer agrees to supply each employee with a copy of their current job description. The Union and the bargaining unit Chair will be provided copies of all job descriptions in the bargaining unit.

## **ARTICLE 25 - CAREER DEVELOPMENT**

### **25.1 Purpose**

Both parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving skills.

### **25.2 Staff Development Leave**

(a) An employee will be granted leave without loss of pay, at their basic rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee will not exceed the full-time daily hours of work as outlined in Article 14.2 (Hours of Work).

When such leave is granted, the Employer will bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer will also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

(b) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.

(c) Approval of requests will be given reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.

(d) Should the employee noted above terminate their employment for any reason during the six month period following completion of the above-noted leave, the employee will reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

## ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

### 26.1 Equal Pay

The Employer will not discriminate based on an employee's gender by employing a person of one gender for any work at a rate of pay that is less than the rate of pay at which a person of another gender is employed for similar or substantially similar work.

### 26.2 Paydays

- (a) Paydays will remain the current practice unless otherwise negotiated between the parties.
- (b) A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period. The Employer will advise employees in writing on a monthly basis their vacation, sick leave, lieu time and overtime banks.
- (c) The distribution of paycheques will be done in such a manner that the details of the paycheque will be confidential.

### 26.3 Rates of Pay

Employees will be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix A (Wage Grid) of this agreement.

### 26.4 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they will receive the rate of the new salary range which is the closest step at least eight per cent above their current rate, but not more than the top of the new salary range.

### 26.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, they will receive the rate of the new salary range which is the closest step at least eight percent above their current rate, but not more than the top of the new salary range.

### 26.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay will maintain their regular rate of pay.

### 26.7 Reclassification of Position

An employee will not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee themselves.

### 26.8 Transportation

Employees required by the Employer to use their own motor vehicle to conduct business on behalf of the Employer will be entitled to the following:

- (a) Mileage reimbursement at a rate of 55¢ per kilometer for all kilometers conducting business of the Employer. Mileage expense claims will be reimbursed on a biweekly basis.
- (b) Reimbursement for public transportation for all travel on the Employer's business.
- (c) Reimbursement for any and all fees for renewal of drivers' licence.

- (d) Reimbursement for any and all additional fees for additional required motor vehicle insurance. This additional insurance may be required by the Employer or the insurance company.

### **26.9 Meal Allowance**

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer will be entitled to reimbursement for meal expenses incurred to the maximum set out below. This article will not apply to employees who, on a day-to-day basis, do not work in a fixed location. No receipts will be required.

Breakfast	\$15.00
Lunch	\$18.00
Dinner	\$25.00

Where a meal is provided at a work function, employees will not be entitled to reimbursement for the meal.

### **26.10 Salary Rate Upon Employment**

The hiring rate of pay for a new employee will not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

### **26.11 Criminal Record Check**

The Employer will pay for the cost of any criminal records checks required as a condition of employment.

## **ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

Health and Welfare benefits will be provided by the Pacific Blue Cross or another competitive carrier as determined by the Employer, who is able to supply equivalent coverage.

### **27.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes their probation period or their trial period not to exceed three months.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 17 regular hours or more per week.

The Employer will be responsible for 100% of all Health & Welfare Benefit costs for all regular employees unless stated otherwise.

### **27.2 Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

- (a) Group Life coverage will continue without premium payment for a period of 31 days following the date the employee's employment terminates (as per Article 27.7[b], Group Life and Accidental Death and Dismemberment).
- (b) Accidental Death and Dismemberment coverage will terminate on the date the employee's employment terminates.

### 27.3 Definition of Spouse and Other Dependents

"*Common-law spouse*" means two people who have cohabited as spousal partners for a period of not less than one year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of 19 years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 25 years where the dependent child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

"*Family*" means the employee's spouse as defined above and below and their dependant(s) as defined above.

"*Spouse*" means wife, husband or common-law spouse.

### 27.4 BC Medical Services Plan

The Employer will pay 100% of the monthly premium for eligible regular employees, their spouse, and dependent children.

### 27.5 Dental Plan

- (a) The Employer will pay 100% of the monthly premiums for the current dental plan that will cover the employee, their spouse and dependent children.
- (b) The Employer will pay 50% of the monthly premiums for regular part-time employees, for the current dental plan that will cover the employee, their spouse and dependent children.

### 27.6 Extended Health Plan

- (a) The Employer will pay 100% of the monthly premiums for the current extended health care plan that will cover the employee, their spouse and dependent children.
- (b) The Employer will pay 50% of the monthly premiums for regular part-time employees, for the current extended health care plan that will cover the employee, their spouse and dependent children.

### 27.7 Group Life and Accidental Death and Dismemberment

- (a) The Employer will pay 100% of the premiums for the current group life, dependent life and accidental death and dismemberment insurance plans.
- (b) The Employer will pay 50% of the premiums for regular part-time employees for the current group life, dependent life and accidental death and dismemberment insurance plans.
- (c) On termination of employment (excluding retirement) coverage for group life will continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

### **27.8 Payment of Premiums**

The sole responsibility of the Employer is to arrange for a carrier to provide the health and welfare benefits required by the collective agreement and the payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.

### **27.9 Continuation of Benefits**

Employees who normally work September to June each year, as per Article 27 ( Health and Welfare), will be given the option to maintain their current benefits for the period of July and August. The employee will pay the full premium and will submit post-dated cheques no later than June 15<sup>th</sup> of each year to reimburse the Employer for the cost of the benefits.

If an employee does not return in September or no longer meets eligibility criteria as per Article 27, the benefits will be terminated by the Employer no later than September 30<sup>th</sup>, each year.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.1 Damage to Personal Property**

(a) Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer will pay, to a maximum of \$300, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty.

(b) The Employer will pay, once every two years from the date of the incident for the repair or the replacement cost of prescription eyewear under this article to a maximum of \$500. Replacement and repair costs for eyewear, will only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear.

(c) Appropriate receipts will be required to receive reimbursement from the Employer. In the event the damage is to the employee's automobile, the insurance deductible will be paid to a maximum of \$300.

### **28.2 Personal Property**

On request, and with reasonable notice, the Employer will provide a secure space for employees to store personal possessions, wallets, and/or purses when the employees are at the employees' worksite.

### **28.3 Supply and Maintenance of Equipment**

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees will not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### **28.4 Indemnity**

(a) *Civil Actions* – Except where there has been gross negligence on the part of an employee, the Employer will:

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

(2) assume all costs, legal fees, and other expenses arising from any such action.

(b) *Criminal Actions* – Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee will be reimbursed for reasonable legal fees.

(c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

### **28.5 Copies of Agreement**

(a) BCGEU 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 parties will have printed sufficient copies of the agreement for distribution to employees. The Union and, where practicable, the Employer, will make the agreement available electronically to all employees.

(b) ICA and BCGEU will share the cost of printing and distribution.

(c) The agreements will be printed in a union shop and bear a recognized union label.

### **28.6 Contracting Out**

The Employer will not contract out bargaining unit work.

### **28.7 Personal Duties**

The Employer and BCGEU agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

### **28.8 Staff Confidentiality**

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

### **28.9 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licences, the cost of renewing the required certificate(s) will be borne by the Employer. Time spent at the course for certificates will be considered time worked and will be compensated at the appropriate rate of pay.

### **28.10 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. Volunteers shall not be utilized to perform work normally performed by bargaining unit members.

## **ARTICLE 29 - MISUSE OF MANAGERIAL/SUPERVISORY AUTHORITY**

Misuse of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Misuse of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Nor does it include a single incident of a minor nature where the harm, by any objective standard is minimal.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

### **Process**

If there is a complaint of misuse of managerial/supervisory authority, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within 30 days of the alleged occurrence.

The complaint will be in writing and will provide full particulars of the allegation including:

- the name(s) of individual(s) involved; and
- the specific actions and dates of the alleged misuse of managerial/supervisory authority; and
- names of witnesses; and
- an explanation as to why it should be considered misuse of authority; and
- an outline of the steps which have been taken to resolve the matter.

### **Investigation**

The supervisor/manager will conduct an investigation within 30 days of receiving the complaint and upon completion of the investigation, the Employer will provide its response to the employee(s) within 14 days. During this period, the supervisor/manager may take any steps to informally resolve the complaint. The employee(s) directly involved may have a steward present during these discussions.

### **Referral to an Arbitrator**

If the response is not acceptable to the complainant or the respondent, the Union may refer the matter, in writing, to arbitration.

An arbitrator, agreed to by the parties, will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents or if it determines that there is no basis for the complaint or there are insufficient particulars, the Arbitrator will dismiss the case.

Where the Arbitrator determines there is sufficient reason to conduct an arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over interpretation, application or any alleged violation of this clause.

Hearings shall be conducted on an expedited, non-precedential basis so as to give those involved a fair hearing. The Panel may admit any evidence deemed necessary or appropriate. The Arbitrator will set its own process and may:

- (1) make findings of fact;
- (2) decide if, on the facts, misuse of managerial/supervisory authority has occurred;
- (3) attempt to mediate a resolve;
- (4) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized with any grievance(s) filed which pertain to the misuse of managerial/supervisory authority complaints.

Pending the determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

The parties will equally share the cost of the Arbitrator.

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods where regular employees, as per Article 14.2(e) (Hours of Work) have not requested topped up hours. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

### 30.2 Seniority

- (a) The Employer will maintain a seniority list of casual employees which will be supplied every two months to the Union and posted on all union bulletin boards.
- (b) Casual employees will accumulate seniority on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from Maternity or Parental Leave, receiving WCB or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee will be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work. A casual will continue to accrue seniority for leaves as per Article 3.10 (Time Off for Union Business).
- (d) When a casual employee is hired into a regular position, the total hours paid will be converted and credited as seniority in accordance with Article 12.1 (Seniority Defined) and as continuous service for the purposes of Article 18.1 (Annual Vacation Entitlement).

### 30.3 Casual Call-in Procedures

- (a) Qualified casual employees will be called in order of seniority.
- (b) Shift scheduling will be made on the following basis:
  - (1) Shifts that need to be filled within 12 hours will be filled in order of seniority with the Executive Director moving down the list until the shift is filled.
  - (2) Shifts that need to be filled within 12 to 24 hours will be made in the order of seniority with a 15 minute wait between calls to the next employee.
  - (3) Shifts that need to be filled with 25 or more hours will be made in the order of seniority allowing the employee three hours to respond.

- (4) After the period specified above. The Scheduler will assign shift(s) on the basis of seniority and who has responded that they are available for the shift(s).
- (5) Where casual staff has not been available for shifts over a three month period, the Executive Director will contact the casual staff and ask if they wish to continue to be a casual employee. Where a casual staff has not been available for shifts over a three month period, they will be permanently removed from the casual availability list.
- (c) Each month, all casual and regular employees must submit their availability for the following one month period. Availability is submitted in writing to their Supervisor by the first day of each month and must state availability for the following month (i.e. submit availability for March by February 1<sup>st</sup>). It is the employee's responsibility to get their own availability to their Supervisor by the deadline date.
- (d) Failure to submit availability in any month by the deadline date will result in the employee being presumed to not be available and will not be called for shifts.

### **30.4 Leaves of Absence**

- (a) The Employer will grant, on written request, leave of absence without pay and seniority:
  - (1) for casual employees to seek election in a federal, provincial, municipal, first nations or other aboriginal election for a maximum period of 90 days; and
  - (2) for casual employees elected to a public office for a maximum period of five years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal or first nations or other aboriginal election or a referendum will have four consecutive clear hours during the hours in which polls are open in which to cast their ballot.
- (c) In the case of bereavement leave, casual employees are entitled to leave as per Article 20.1 (Bereavement Leave) without pay.
- (d) Attendance at court arising from employment will be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.
- (f) An employee who resigns their position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority.

### **30.5 Paid Holidays and Vacation for Casual Employees**

Casual employees will be compensated as per Employment Standards.

### **30.6 Application of Agreement to Casual Employees**

The provisions of Articles 13 (Layoff and Recall), 14.5 (Flextime), 17 (Holidays), 18 (Annual Vacations), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), 27 (Health and Welfare Benefits) and 31 (RRSP) do not apply to casual employees.

### **30.7 Statutory Holidays**

A casual employee who works on a designated holiday will be compensated at time and one-half for the hours worked.

### 30.8 Regular to Casual Status

Regular employees may apply to transfer to casual status. Upon transfer such employees will be entitled only to such benefits as are available to casual employees. Such employees will maintain all accumulated seniority to the date of transfer.

An employee who transfers from regular to casual status will have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Article 24.11 (Temporary Vacancies).

### ARTICLE 31 - RRSP

- (a) All regular employees will be entitled to participate in the Employer's RRSP matching program.
- (b) The Employer shall match all employee RRSP contributions to a maximum of 3%.
- (c) Employees will have the option of enrolling in the Employer's RRSP matching program or abstaining.

### ARTICLE 32 - DOMESTIC VIOLENCE

"*domestic violence*" means:

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
- (b) a threat or attempt to do an act described in (a) above.

"*intimate partner*" includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationship enumerated in this definition.

"*sexual violence*" means any conduct of a sexual nature or act targeting an individual's sexuality, gender identify or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

### 32.1 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

### 32.2 Place of Work Accommodation

- (a) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 32.2(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

### **32.3 Hours of Work Accommodations**

(a) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 32.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodations.

### **32.4 Domestic Violence Leave**

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under Clause 32.4(a) if the employee uses the leave of absence for one or more of the following purposes:

(1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

(5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(d) The first 10 days of leave taken under Clause 32.4 (Domestic Violence Leave) is paid leave. Leave taken under Clause 32.4 (Domestic Violence Leave) beyond 10 days is unpaid. All employees shall be able to take leave in hourly increments.

(e) If the employee is a casual employee, the employee's daily hours for each day in Clause 32.4 (Domestic Violence Leave) shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

(f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

(g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

**32.5 Conversion of Hours**

Article 14.7 (Conversion of Hours) will apply to leave taken under Article 32.

**ARTICLE 33 - TERM OF AGREEMENT****33.1 Duration**

This agreement will be binding and remain in effect until midnight, March 31, 2020.

**33.2 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, 2019, but in any event not later than midnight, December 31, 2019.
- (b) Where no notice is given by either party prior to December 31, 2019, both parties will be deemed to have been given notice under this article on December 31, 2019.
- (c) All notices on behalf of the Union will be given by BCGEU and similar notices on behalf of the Employer will be given by IMSS.

**33.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 32.2 (Notice to Bargain), the parties will, within 30 days after the notice was given, commence collective bargaining.

**33.4 Changes in Agreement**

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

**33.5 Effective Date of Agreement**

The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.

**33.6 Agreement to Continue in Force**

Both parties will adhere fully to the terms of this agreement and the agreement will remain in force absent strike or lockout.

**SIGNED ON BEHALF  
OF BCGEU:**

**SIGNED ON BEHALF  
OF IMSS:**

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

\_\_\_\_\_  
Karen Clark Marlow  
Negotiator

\_\_\_\_\_  
Alison Bacon  
Bargaining Chairperson

\_\_\_\_\_  
Ravi Sexana  
Bargaining Committee

\_\_\_\_\_  
Humberto Guzman  
Bargaining Member

\_\_\_\_\_  
Jane Wei Lian  
Bargaining Committee

\_\_\_\_\_  
Marilyn Ang  
Bargaining Member

\_\_\_\_\_  
Christine Peters  
Regional Coordinator - Negotiator

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

**APPENDIX A**  
**Wage Grid**

Grid Level	Classification	Step 1	Step 2	Step 3	Step 4
		Hours			
		0 - 2000 hrs	2001 - 4000 hrs	4001 - 6000 hrs	< 6000 hrs
1	Responsible Adult Childcare Worker	17.53	19.24	20.08	21.94
2	Childminding Supervisor	19.00	21.23	22.16	24.16
3	Receptionist/Intake Worker	19.41	21.23	22.16	24.16
4	English Language Teaching Assistant	21.00	22.96	24.08	26.22
5	Settlement Practitioner	22.00	24.12	25.24	27.38
5	Employment Practitioner	22.00	24.12	25.24	27.38
5	Employment/Settlement Practitioner	22.00	24.12	25.24	27.38
6	Youth & SWIS Worker	21.00	22.00	23.00	24.00
6	Community Connection Worker/Women & Senior Worker	21.00	22.00	23.00	24.00
7	Childcare Coordinator	27.89	28.64	29.39	31.21
8	English Language Instructor	29.01	30.26	31.77	33.26
8	Head Settlement Practitioner	29.01	30.26	31.77	33.26
8	Head English Language Instructor	29.01	30.26	31.77	33.26
9	Settlement Coordinator	30.09	31.34	32.00	34.34
9	Language Coordinator	30.09	31.34	32.00	34.34

- In addition to the above, all English Language Instructors shall be compensated at a minimum, an additional three hours per week on top of actual teaching hours at straight-time pay, expressly for class preparation time.
- Any current employee found to be paid below the above wage scale rate, will immediately have their wage increased to that of the above wage scale and be entitled to all negotiated wage increases.
- All current employees paid higher than the above wage scale will retain their current pay rate and be entitled to all negotiated wage increases.
- 2% general wage increase upon ratification.
- Exceptions to the above as per Appendix B.

**Increment System (subject to B. Wage Protection)**

***Regular Employees***

- Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a higher grid level will be placed on the grid in accordance with Article 26.5 (Rate of Pay on Reclassification or Promotion) of the collective agreement. Regular employees will remain at

- that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.
- Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a lower grid level will be placed at the step immediately lower than their rate. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.
  - Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), within the same grid level will retain their rate. Regular employees will remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.
  - Regular employees who are laid off and displace employees in another classification will be placed at the rate which corresponds to the total number of hours the employee worked within the classification of the displaced employee.

### **Casual Employees**

- A casual employee appointed, in accordance with Article 24 (Promotion and Staff Changes), to a regular position will be placed at the appropriate step given the total number of hours the employee worked within the classification they were appointed to.

## **APPENDIX B**

The parties agree that there is a desire and commitment to bridge identified gaps in wage disparity.

To that end, the parties agree that the following employees, as listed below - will have their wage immediately increased to the below listed wage effective the date of ratification.

The parties further agree, that there is a shared desire and intent to continue to bridge any gaps in wage disparity moving into the future.

This appendix will remain for the duration of the current collective agreement, unless additional funding is obtained, in which case the below names employee(s) will be immediately moved into the appropriate pay grid as per their seniority.

Employees:

- (1) Neeru Gupta. Effective the date of ratification, Neeru will receive the hourly rate of \$28.00 as Settlement Coordinator and will be entitled to the negotiated wage increase of 2% equal to \$28.56.