

COLLECTIVE AGREEMENT

Between

First United Church Community Ministry Society

And

United Food and Commercial Workers Union, Local 1518

August 1, 2022 to July 31, 2025

Ratified by member vote: June 14, 2023



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MEMORANDUM OF AGREEMENT made this 9th day of June, 2023.

BY AND BETWEEN: **FIRST UNITED CHURCH COMMUNITY MINISTRY SOCIETY**, a
body corporate carrying on business in the **City of Vancouver**,
Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION,**
LOCAL 1518, chartered by the United Food and Commercial
Workers International Union

(hereinafter referred to as the "UNION")

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement; and to strive for a high level of safety; positive working environment and to provide methods of fair and amicable resolution of issues or disputes which may arise between them within the jurisdiction of this Agreement. The parties agree to in good faith cooperate to achieve these goals and intents.

NOW THEREFORE: The Employer and the Union mutually agree as follows:

ARTICLE 1 – Preamble

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

1.3 Conflict with Rules

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

1.4 Human Rights Code

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

1.5 Harassment

The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.

The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia. The prohibited grounds include: age, race, sex, sexual orientation, gender, gender identity or expression, national or ethnic origin, colour, religion, **physical and mental** disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

1.6 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

Sexual harassment includes but is not limited to:

- a. a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- b. sexual advances with actual or implied work related consequences;
- c. unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- d. verbal abuse, intimidation, or threats of a sexual nature;
- e. leering, staring or making sexual gestures;
- f. display of pornographic or other sexual materials;
- g. offensive pictures, graffiti, cartoons or sayings; and
- h. unwanted physical contact such as touching, patting, pinching, or hugging.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Protection against sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

1.7 Procedure for Filing Complaints

An employee who wishes to file a harassment grievance must submit it in writing with sufficient particulars within ninety (90) days of the alleged occurrence.

All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware. However, it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal. The parties further agree that retaliation against an employee for filing a complaint may also be cause for discipline, up to and including dismissal.

The Employer shall investigate the allegations within fifteen (15) days. The parties may, by mutual agreement, extend the timelines for investigation. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.

Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

Disputes resulting from actions under this Article may be submitted to expedited arbitration where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the investigator.

1.8 Respectful Workplace

The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment. The parties agree to maintain such an environment. The parties agree that the Code of Conduct forms part of the Collective Agreement.

1.9 Other Definitions

- (a) "Ability" includes the ability to interact effectively with clients.**
- (b) "Common-Law Spouse" and "Common-Law Partner" means two people who have co-habited as spousal partners for a period of not less than one year.**

ARTICLE 2 – Union Recognition and Rights

2.1 Bargaining Unit Defined

The bargaining unit shall include all employees as defined by the Certification, except persons in positions deemed excluded:

- by mutual agreement between the parties; or
- by virtue of a decision by the Labour Relations Board of British Columbia.

The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department

or program where the position is located, a copy of the job description and reason for exclusion.

If no agreement is reached within thirty (30) days of the notification, either party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit as described in the Certification issued by the Labour Relations Board.

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union designates a copy of:

- a. any directives circulated to employees pertaining to the interpretation or application of this Agreement; and
- b. any correspondence to any employee pertaining to the interpretation or application of this Agreement as it applies to that employee.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement unless agreed to with the Union in a letter or memorandum of understanding.

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees on the following basis:

- one (1) steward for every twenty-five (25) employees covered by this Agreement, or a major portion thereof, with a minimum of two (2) stewards to a maximum number of twenty-five (25) stewards; and
- the Union may appoint additional stewards to allow for one (1) steward to be selected from the staff working at each department operated by the Employer.

The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

A steward, or their alternate where the steward is absent, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay if a meeting occurs at work during work hours. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of a steward shall include:

- investigation of complaints;
- investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure; and
- attending meetings at the request of the Employer.

Where the steward attends a meeting with the Employer at the request of the Employer and the meeting is outside the steward's scheduled hours, the steward shall be paid their regular straight-time rate of pay for time spent at the meeting. Every reasonable effort shall be made to schedule the meetings during the steward's normal working hours.

2.7 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. The parties may, at the local level, mutually agree upon another method of notifying employees of Union business.

2.8 Union Insignia

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

The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a valid legal strike or lockout as defined by the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.10 Union Leaves of Absence

One (1) employee who may be elected or appointed to a full-time position with the Union, upon as much advance notice as possible but no less than three (3) weeks' notice, shall be granted a leave of absence not to exceed one (1) year, without pay or benefits. Upon as much advance notice as possible but no less than three (3) weeks' notice of their desire to return to work for the Employer, they shall be returned to a position within their former classification and department, or in the event that the position has been eliminated to one in the same classification without loss of seniority, provided they are physically fit and capable of performing the work. The employee shall continue to accrue seniority while on such union leave of absence. Leave of absence under this clause will be requested in writing by the Union and given in writing by the

Employer.

An unpaid leave of absence of up to two (2) weeks shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union providing that the absence does not unduly interfere with the requirements of the Employer. Such employee shall continue to accumulate seniority for the period of such leave and, upon their return to work shall be reinstated to a position with their former classification and department, or in the event that the position has been eliminated to one in the same classification. Under the provisions of this clause, the Employer will be provided with as much advance notice as possible but no less than two weeks' notice of the requested leave wherever possible.

To facilitate the administration of the above paragraphs, when unpaid leave of absence is granted, the leave will be given without loss of pay and the Union will reimburse the Employer fully for salary and benefits costs. Leaves under this article will include sufficient travel time, where necessary.

ARTICLE 3 – Union Security

The Employer will obtain from each new employee the necessary union membership applications. All employees shall become and remain members in good standing of the Union as a condition of employment.

The Union will supply an appropriate form to the employer so that new employees, at the time of hire, will authorize Union dues deduction. The employer agrees to remit the completed authorization to the Union within thirty (30) days of commencement of employment.

ARTICLE 4 – Check-Off and Union Dues

Union dues shall be payable by all employees. The Employer will deduct from each employee's pay the amounts of Union dues established by the Union.

Dues shall be deducted bi-weekly for the twenty-six (26) pay periods of each year. Deductions shall be forwarded to the Treasurer of the Union not later than three (3) business days following the pay date, together with a printed statement listing names of employees for whom deductions were made.

ARTICLE 5 – Employer and Union to Acquaint New Employees

At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in Article 3 and Article 4.

New employees shall also be provided with:

- the name, location and work telephone number (if applicable) of the steward; and
- an authorization form for Union dues check-off.

The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.

At least once every three (3) months, a union steward may have a fifteen (15) minute meeting with all new hires. This meeting shall be without loss of pay.

The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation.

The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

ARTICLE 6 – Employer’s Rights

The management of the Employer's operations, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or **in addition** by general distribution, provided such rules are not in conflict with this Agreement.

ARTICLE 7 – Employer/Union Relations

7.1 Union and Employer Representation

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

7.2 Union Representatives

Upon one (1) hours' notice to the Employer and subject to operational requirements, duly authorized full-time Representatives of the Union shall be entitled to visit the work sites for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted after notifying the Executive Director or Acting Executive Director, or whoever is in charge, and shall be:

- a. carried on in a place in the workplace designated by Management;
- b. held whenever possible during the lunch period; however, if this not practical,
- c. during regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management; and
- d. held at such times as will not interfere with service.

Union Representatives shall be permitted to check employee time records including work schedules.

7.3 Union/Management Committee

The Employer agrees to establish a joint Labour Management Committee. A minimum of two (2) shop stewards shall sit on the committee as appointed by the Union. The committee will meet at least once a month.

7.4 Membership Information

The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit on a semi-annual basis. The parties recognize the confidentiality of the information contained in this list.

ARTICLE 8 – Grievances

8.1 Grievance Committee Structure

- a. A Grievance Committee, the number not to exceed two (2), who shall be regular employees of the Employer, shall be elected by the Union in a manner determined by them, and the Employer shall be kept informed of the personnel of this committee.
- b. Shop Stewards, the number to be decided by the Union, shall be elected by the Union in a manner determined by them and the Employer shall be kept informed of the personnel of the Shop Steward.
- c. All grievances shall be taken up with the Employer within twenty-one (21) days of the Grievor becoming aware of the alleged violation of the Agreement, on Employer time during working hours.
- d. If a steward or Grievance Committee Member has to leave their job or department in connection with a grievance, they shall first secure permission from their direct supervisor before leaving the job or department. Such permission shall be granted as reasonably as possible but shall in no case exceed one-half (1/2) hour.
- e. It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place quietly and speedily so that friction or animosity will be reduced to a minimum.
- f. The Employer recognizes the right of the Grievance Committee to process any grievance that is brought to their attention as outlined under the above provisions.
- g. The Employer will provide a meeting room where interviews can take place between Shop Stewards, Grievance Committee Members and bargaining unit Employees.

8.2 Grievance Procedure

The following procedure shall be applicable progressively to the adjustment of disputes or grievances:

First Step:

Between the Union Steward, the Chief Steward with the employee and an equal number of representatives designated by the Employer. A decision is to be rendered within five (5) working days, unless mutually agreed otherwise. Failing settlement at this step, the matter shall then be referred to the Second Step.

Second Step:

By the Grievance Committee of the Union who shall take the matter up with the Committee designated by the Employer. In case of an emergency, a meeting can be called by either party. Outside representatives of the Union and the Employer may be called in if so desired. A decision is to be rendered within five (5) working days unless mutually agreed otherwise. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to the Third Step, they must advise the other party in writing within five (5) working days from the date the decision was rendered under the Second Step of the Grievance procedure. Both parties will then proceed as outlined in the Third Step.

Third Step:

- a. Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Employer under the provisions of this Article shall, upon written notice of either party, be submitted to an Arbitrator within sixty (60) days of the decision at Second Step which shall be bound by the rules of this Agreement. Failure to advance the grievance after sixty (60) days of a decision at the Second Step shall render the grievance being deemed abandoned. In circumstances where both the Union and the Employer feel they could resolve the grievance through mediation, the parties can elect jointly, in writing, to enter into a mediated process prior to arbitration;
- b. In areas where there is no steward, the grievance shall be taken up as outlined in this Article by the Chief Shop Steward, or their designated representative;
- c. For the purposes of grievance procedure timelines, Saturdays, Sundays and Statutory Holidays shall not be considered as "working days"; and
- d. The aggrieved employee may be present, in addition to the Grievance Committee, if required by either party.

8.3 Error in Earnings

When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon. Any errors in payroll earnings, at no fault of the employee, greater than one (1) day's pay for that employee, shall be corrected within three (3) business days or less. Payroll errors less than those amounts shall be corrected by the next payroll.

8.4 Steward's Presence During Discipline & Procedure

When the Employer deems it necessary to discipline an employee or interview an employee for disciplinary purposes, they shall advise the employee that they shall have a Union Steward present. The Union Steward shall be one who is chosen by the employee and would otherwise be present in the building at the time of the meeting. Wherever reasonably possible, the Employer will provide advance notice of the meeting, provided this does not cause undue delay of appropriate action. If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve within five (5) working days. In the case of suspension or dismissal, the Union Steward shall be present. In the case of a disciplinary meeting or investigation involving the Union Steward, a Union Representative shall be present. This provision does not apply to those discussions that are of an operational nature and do not involve disciplinary action.

8.5 Notification of Suspension or Discharge

The Employer will copy the Authorized Union Representative on any written confirmation of a suspension or dismissal.

8.6 Troubleshooter

Mark Brown, Julie Nichols, Mark Atkinson or any other individual agreed to by the parties will be utilized to conduct expedited hearings on the following basis:

- a. Both parties must consent to the grievance being referred to troubleshooting. Once referred to troubleshooting, the parties anticipate that the hearing will commence within three (3) weeks of such referral.
- b. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- c. In the event that either party has new evidence that was not available prior to this Agreement to refer the grievance to troubleshooting, that evidence may be immediately introduced and disclosed to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow fair opportunity for analysis and reply.
- d. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to troubleshooting unless mutually agreed by the parties.
- e. Decisions of the troubleshooter shall be in writing but shall be without prejudice to future grievances, non-precedent setting, and shall not be publicized.
- f. Presentation of the case at the hearing will be performed by a management employee of the Employer and by the Union's current Union Representative servicing the bargaining unit.
- g. The parties shall develop other procedures or guidelines as necessary.

ARTICLE 9 – Arbitration

A sole Arbitrator shall be appointed to hear and determine a grievance, and shall be established as follows:

- a. within ten (10) working days (excluding Sundays and statutory holidays) following receipt of such notice, the Employer and the Union shall attempt to agree upon an Arbitrator. In the event of failure of the Union and the Employer to agree upon an Arbitrator, the Minister of Labour of British Columbia shall be immediately requested to name an Arbitrator;
- b. no person shall serve as an Arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitrator shall be in writing and shall clearly specify the nature of the issue and the remedy sought;
- c. in reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law; and
- d. the findings and decision of the Arbitrator shall be binding and enforceable on all parties.

In the case of discharge which the Arbitrator has determined to have been for an improper cause, the Arbitrator shall determine the appropriate remedy.

The parties may agree to use the assistance of a mediator in resolving a grievance. Decisions of the mediator will not be binding upon the parties.

ARTICLE 10 – Dismissal, Suspension, and Discipline

10.1 Just Cause

The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.

In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.

Notice of dismissal or suspension shall be in writing and shall provide particulars of any culminating incident giving rise to the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the Union Representative within three (3) business days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include:

- formal written censures; or
- formal letters of reprimand.

An employee shall be given a copy of any such document placed on the employee's file

which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

At the request of the employee, any disciplinary document issued after the ratification of this Agreement shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued, provided there have been no further disciplinary infractions. The twenty-four (24) month period may be extended by the length of time an employee is absent from work due to a suspension of more than one (1) week.

10.4 Personnel File

With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given.

A representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The Union Representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given.

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

10.5 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. The Employer will notify any such employee that they are presumed to have abandoned their position by email, with return receipt requested, and by express post with signature required.

An employee shall be afforded the opportunity within a further ten (10) days of such notification to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

The parties agree that an employee will be afforded the opportunity to rebut this presumption beyond the ten (10) day response period if they have been unable to respond to the employer due to incapacity, including incapacity due to any grounds covered by the Human Rights Code, or any compassionate ground to the satisfaction of the Employer.

It is the responsibility of the employee to provide the Employer with a current phone number and address, including an email address.

10.6 Confidentiality

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

ARTICLE 11 – Seniority

11.1 **Employees**

The Employer shall have regular and casual employees.

Regular employees

- A full-time employee is one who regularly works thirty-seven and one half (37.5) hours with regularly defined hours of work.
- A part-time employee is one who works less than thirty-seven and one half (37.5) hours with regularly defined hours of work.

Casuals

- A casual employee is one who is available to work as needed but who has no set schedule. Casual employees are required to provide their availability to their department manager three (3) weeks in advance. A casual employee is one who works for relief purposes, temporary workload situations and ongoing unassigned hours.

11.2 **Departments**

The Employer operates and bargaining unit members work in the following departments:

- a. Shelter;
- b. Programs;
- c. Advocacy;
- d. Administration;
- e. **Development and Communications;**
- f. **Food Services; and**
- g. Operations.

11.3 **Seniority Lists**

The Employer shall maintain separate seniority lists for regular and casual employees. Regular employees will accrue seniority from the date of hire. The seniority list for regular employees will show the date each employee commenced work as well as in their department. Casual employees will accrue seniority based on the accumulated hours worked from date of hire (for the purposes of vacation entitlement and bidding on a regular position). Up-to-date seniority lists shall be sent to the Union at the end of June each year, with updates provided upon request.

11.4 **Loss of Seniority**

Any employee who is laid off and who fails to return to work when given four (4) days' notification to return to work following a lay-off, shall lose seniority. However, should the employee, within ten (10) days of the date of notification, provide the Employer with

evidence proving inability to comply with the Employer's request to return to work due to any grounds covered by the *Human Rights Code* or any compassionate grounds to the satisfaction of the Employer, the employee's seniority shall be reinstated. It is the responsibility of the employee to provide the Employer with a current phone number and address, including an email address.

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

- a. they are discharged for just cause;
- b. they voluntarily terminate employment or abandons their position; or
- c. they are on lay-off for more than twelve (12) months.

11.5 Re-Employment

A regular employee who voluntarily resigns their employment and within ninety (90) days is rehired as a regular employee by the Employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.

A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- a. the employee must have been a regular employee with at least three (3) years of service with the Employer at time of termination;
- b. the resignation must indicate the reason for termination and the Employer must be satisfied that the resignation is to care for a dependent parent, spouse or child residing with the employee;
- c. the break in service shall be for no longer than one (1) year and during that time the employee must not have been engaged in remunerative employment; and
- d. the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

11.6 Access to Excluded Roles

The union and employer agree in principle that providing opportunities for union staff to act in temporary excluded roles is good for employees as well as the employer. Under this clause, employees will be able to return to their regular position within the bargaining unit without loss of seniority if they do so within six (6) months, or longer if agreed to in writing. The employer will communicate with the union as these opportunities arise.

ARTICLE 12 – Job Posting

12.1 Job Postings and Applications

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

- a. If the vacancy or new bargaining unit job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days on the Union bulletin board, employer intranet and via internal email.
- b. Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

12.2 Change to Start and Stop Times, Days Off and Work Area

In the posting of a vacancy or a new job, the current expected hours of work including stop and start times, days off and work area shall be included. The hours of work, stop and start times, days off and work area may be subject to change, provided that the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith.

12.3 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, bereavement leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence provided that the employee satisfies the Employer that they shall be able to return to work within two (2) weeks of the commencement of the position and further, that they are medically fit to perform the duties of the position.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to above.

12.5 Notice to Union

A copy of all postings shall be sent to the designated Union Representative within the aforementioned seven (7) calendar days. The copy may be sent electronically, faxed or via mail.

12.6 Notice of Successful Applicant

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant, if the successful candidate is a bargaining unit member, in the same manner in which the vacancy, or new job was posted. The Employer shall also advise whether the successful candidate is an external hire.

Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

12.7 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy, or new position in the course of a grievance investigation.

12.8 Selection Criteria

Seniority shall be the deciding factor in the transfer of employees under this Agreement, provided the senior employee's qualifications and abilities are appropriate for the job in question.

In filling of promotions, appointments shall be made to the employee with the required qualifications, level of competency, efficiency and initiative as required by the job description and as determined by the Employer. Where such requirements and qualifications are equal, seniority shall be the deciding factor.

12.9 Probationary Period

For the first six hundred (600) hours or six (6) months, whichever comes first, of work with the Employer, an employee shall be a probationary employee. The probationary period may be extended by one (1) calendar month provided written reasons are given for such extension.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

12.10 Qualifying Period

If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) months. In no instance during the qualifying period shall such an employee lose seniority or perquisites. The qualifying period will be extended by the duration of leaves of absence, whether paid or unpaid, that exceed two (2) weeks. For example, if a leave of absence taken by an employee in their qualifying period is five (5) weeks, the qualifying period will be extended by three (3) weeks.

If an employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.

Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as above.

12.11 Job Descriptions

The Employer will prepare job descriptions for all jobs for which the Union is the certified bargaining agent. The Employer will have the right to determine the content of job descriptions subject to this article.

Job descriptions must accurately describe the work to be done, and the qualifications established by the Employer must be reasonable and relevant to the work. Job descriptions shall also contain the job title, name of the department, title of the immediate supervisor, wage rate, a summary statement of the job, a list of the duties

and the date prepared.

Such job descriptions shall be presented in writing to the Union. If the Union fails to object in writing within twenty-eight (28) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established. Objections shall be restricted to the grounds set out in this article.

Where there are unresolved objections, the dispute will be referred to the Troubleshooter in accordance with Article 8.6.

The Employer agrees to supply each employee with a copy of their current job description.

Where job descriptions have not been prepared or presented to the Union, this shall be done within two (2) months of ratification of this Collective Agreement.

ARTICLE 13 – Labour Adjustment and Technological Change

13.1 Job Training

At the request of either the Employer or the Union, the parties shall meet in accordance with Article 7.5 (Union and Management Committee) for the purpose of:

discussing training programs for those employees affected by new methods of operation to enable them to qualify for new or existing positions.

13.2 Definition of Displacement

Any employee classified as a regular employee shall be considered displaced when their services shall no longer be required, or when a change in a process or method of operation diminishes the total number of employees required to operate the department in which they are employed.

Where notice of displacement or lay-off actually results in a lay-off and prior to a lay-off becoming effective, a copy of such notice shall be provided to the designated Union Representative within twenty-four (24) hours from the time it is provided to the employee.

13.3 Lay-off Notice

The Employer shall give employees the following written notice of lay-off or normal pay for that period in lieu of notice:

- a. one week's notice after 3 consecutive months of employment;**
- b. 2 weeks' notice after 12 consecutive months of employment;**
- c. 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;**

Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire, or flood.

13.4 Retention of Seniority

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off for a period of one (1) year and shall be rehired, if the employee

possesses the capability and qualifications, in the Employer's assessment, of performing the duties of the vacant job, on the basis of last off – first on. It shall be the responsibility of all laid off employees to inform the Employer of a change of address. Laid off employees failing to report for work of an ongoing nature within seven (7) days of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

During a laid off employee's recall period, they shall be entitled to register for casual work for the duration of the recall period. Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

13.5 Contracting Out

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

ARTICLE 14 – Hours of Work and Scheduling

14.1 Continuous Operation

The workweek shall provide for continuous operation based on a seven (7) day week, twenty four (24) hours per day.

14.2 Hours of Work

Except as otherwise provided in this Article, the average hours of work for each regular full-time employee covered by this agreement, exclusive of meal times, shall be thirty-seven and one half (37.5) hours per week.

Except as otherwise provided in this Agreement, the base full-time day will be seven and one half (7.5) hours. Overtime rates as set out in Article 15 will not apply until after eight (8) hours per day or forty (40) hours per week, whichever comes first.

In special circumstances, managers may require or allow an employee to work hours in excess of the standard work day or week, which the employee will record on the time sheet and will be paid out on the next pay day. Should emergency or urgent situations arise which require the employee to stay past the expected end of their shift, the employee will make every effort to inform their department manager in writing (email or hand written note) as soon as possible.

Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding paid holidays, unless otherwise requested by the employee. If the employee requests to deviate from the two (2) consecutive days off-duty and/or requests to work more than six (6) consecutive shifts, the overtime provisions pursuant to Article 15 will not apply.

Where the Employer and the Union have an agreement in a Collective Agreement, memorandum, or letter of agreement on specific scheduling provisions with respect to hours of operation, excursions, flextime, extended workdays or modified work weeks for any specific employee or group of employees, the agreements shall be maintained unless mutually agreed otherwise by the Union and the Employer.

New extended hours, modified or flextime schedules may only be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include details of the agreed schedule.

Whenever possible and with conversations between employees and their department manager, efforts should be made to adjust work schedules or start and stop times in order to avoid the accumulation of hours in excess of the standard work day or week.

14.3 Scheduling Provisions

The Employer shall post a weekly work schedule for each regular full-time and part-time employee three (3) weeks in advance. Except in cases of emergency, twenty-four (24) hours' notice shall be given to employees of any change in their scheduled hours or an additional two (2) hours' pay.

If the Employer alters the scheduled workdays of an employee without giving at least three (3) days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 15. This does not apply to situations where the Employer and employee mutually agree to alter the schedule at the employee's request.

There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.

When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 15.

If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs above of this section shall be waived for all employees affected by the granting of such a request, provided they are in agreement.

Employees may exchange shifts with the approval of department managers and provided that, whenever possible and subject to operational requirements and rules, sufficient advance notice in writing is given at least twenty-four (24) hours in advance and provided that there is no increase in cost to the Employer. It is understood that shifts in the women's shelter shall be covered by female employees.

14.4 Unusual Job Requirements of Short Duration

The nature of the organization is such that at times it may be necessary for an employee to perform work not normally required in their job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained or which is unsafe. If an employee has reasonable cause to believe that the task is unsafe, the employee and Employer will follow the statutory procedure set out in Section 3.12 of the Occupational Health and Safety Regulation. Section 3.12 is attached as Appendix C for reference.

14.5 Rest Periods

There shall be a fifteen (15) minute paid rest break for employees who work four (4) hours or more.

14.6 Meal Periods

In addition to the Rest Period as defined above, there shall be a thirty (30) minute unpaid

break (meal period) in each shift **of five and one-half (5.5) hours or longer. Meal periods will be scheduled as closely as possible to the middle of the workday.**

Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two (2) hours of the end of the shift. If the meal period cannot be rescheduled, the **employee shall** receive thirty (30) minutes' pay at their overtime rate for the additional thirty (30) minutes of work.

14.7 Scheduling Limitations

Unless otherwise specified in this Article, the following shall always apply:

Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

14.8 Flextime

For the purpose of this agreement, the Employer and certain employees shall be allowed to work "flextime hours", meaning hours worked by employees who are given authority by their department manager to vary their starting and finishing times, the length of their workday and days off for the purpose of providing flexible and accessible service to clients providing that:

- a. The basis of the flextime schedule is a regular schedule drawn up by the manager in order to meet the operational needs of the organization;
- b. The employee must communicate any variation to the regular schedule within a reasonable time;
- c. The Employer retains the right, after the employee's communication of a schedule variation, to require the employee to attend a particular place in accordance with the regular schedule;
- d. The workday shall not exceed ten (10) hours, except where the employee specifically requests and the Manager agrees;
- e. Full-time employees shall perform work on at least four (4) days in any calendar week;
- f. Full-time employees shall average seventy-five (75) hours of work per fortnight;
- g. Employees shall continue to be subject to specific instructions from the Employer to attend at particular places and at particular times as required; and
- h. Regular employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one half (7.5) hours, provided at least seven and one-half (7.5) hours are required to complete the averaging period. If less than seven and one-half (7.5) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

Where hours of work for a regular employee covered by this Article are different than

thirty-seven and one half (37.5) hours per week, the hours of work per fortnight shall be adjusted to reflect those weekly hours.

The employee who works flextime hours and elects to vary their hours of work from the regular schedule such that they work more than six (6) consecutive shifts or take fewer than two (2) consecutive days off-duty waives their right to overtime pay pursuant to the provisions of this Article.

14.9 Maximization of Hours

Available hours of work shall be maximized for regular employees on a daily basis consistent with an employee's seniority within their department. It is understood, however, that full-time employees will not claim hours such that overtime rates apply. It is further understood that part-time employees at the date of ratification shall have their hours red circled until such time as they lift their restriction, retire, or terminate their employment.

Post ratification available hours of work shall be assigned in accordance with this clause.

14.10 Restriction of Availability

A part-time employee who works less than thirty-seven and one half (37.5) hours and restricts their availability shall sign a form so advising the Employer. One (1) copy of this form is to be sent to the Union by the Employer. Such employees shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. If an employee wishes to end their restricted status, the employee shall so advise the Employer in writing. The employee's full rights to claim available hours shall begin from the date they advise the Employer of their full availability.

Employees shall have the option to change their weekly hours up to three (3) times per calendar year.

All changes shall be effective the next posted schedule. Restricted employees do not have the right to claim any hours above their restriction.

A full time employee may revert to part time status by bidding into a part time position. This policy will then apply to such an employee. It is understood, however, that employees may restrict their weekly hours without bidding if they are able to satisfy the Employer that a bona fide accommodation is required.

ARTICLE 15 – Overtime

15.1 Definitions

"*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Article 14.

"*Straight-time rate*" means the hourly rate of pay.

"*Time and one-half*" means one and one-half times the straight-time pay.

"*Double-time*" means two times the straight-time rate.

15.2 Overtime Compensation

Employees who work in excess of eight (8) hours a day or forty (40) hours a week, whichever comes first, shall be paid at time and a half up to forty-eight (48) hours.

Employees who work more than ten (10) hours a day or in excess of forty-eight (48) hours per week shall be paid at double time for all hours over the ten (10) hour daily or forty-eight (48) hour weekly mark.

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14, or who are requested to work on their scheduled off-duty days, shall be paid the rate of time and one half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled workday and double-time thereafter or on a day of rest.

15.3 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided, if the scheduled day off is unable to be rescheduled.

15.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 16, the employee shall be paid overtime at the rate of time and one half as the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

15.5 Overtime Pay

Overtime pay shall be paid to the employee on the next paycheque after the expiration of the pay period in which the overtime was earned.

15.6 Right to Refuse Overtime

When an employee is requested to work overtime on a scheduled day off, the employee may decline to work such overtime. Only in cases of emergency may an employee be required to work overtime. However, in such an emergency, an employee may refuse the overtime if they are able to satisfy the Employer of a bona fide medical or personal reason.

15.7 Rest Interval after Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to ten (10) clear hours between the end of the overtime work at the start of their next regular shift. Where it is not possible to schedule ten (10) consecutive hours off-duty, all hours by which the changeover falls short of the ten (10) consecutive hours shall be paid at overtime rates.

ARTICLE 16 – Statutory Holidays

16.1 Statutory Holidays

The Employer agrees to provide all full-time employees and regular part-time employees who qualify for statutory holidays under the *Employment Standards Act* with the following statutory holidays without loss of pay:

New Year's Day	Canada Day	Remembrance Day
Family Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	National Day for Truth and Reconciliation	
Victoria Day	Thanksgiving Day	

and any other day that be declared a legal holiday under the *Employment Standards Act*.

Regular part-time employees who do not qualify for statutory holidays under the Employment Standards Act shall receive four point six percent (4.6%) of straight- time pay instead of a day off with pay.

16.2 Holidays Falling on Saturday or Sunday

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

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an eligible regular employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.

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

16.4 Holiday Falling on a Scheduled Workday

An employee who is required to work on a designated holiday shall be compensated at time and one-half, and if the employee qualifies for statutory holidays under the Employment Standards Act, the designated holiday shall be rescheduled by the employer as soon as practicable.

16.5 Holiday Coinciding with a Day of Vacation

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

16.6 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 17 – Vacation Entitlement

17.1 Annual Vacation Entitlement

Regular employees shall earn the following vacation with pay:

Years of Continuous Service	Workdays of Vacation	Percent of Straight- Time Pay
One to four	15	6%
Four to eight	20	8%
Eight or more	25	10%

The above vacation credits shall be accrued in regular employees' vacation banks. Vacation credits shall be capped at a level equal to employees' annual vacation entitlements plus another five (5) days in lieu of a vacation carry-over (ie. 15 + 5 = 20 workdays or 20 + 5 = 25 workdays as applicable). Employees with banks that exceed the cap will either have the excess vacation scheduled following discussion with the Employer or paid out. Employees may accrue vacation credits beyond the cap only if the employee and Employer have agreed to schedule the excess vacation in the vacation year (see definition below).

Vacation pay is not accumulated during unpaid leaves or while on short or long term disability.

The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages.

Casual employees will earn 4% vacation to be paid on each paycheque and shall not be entitled to take paid vacation. Employees who work casual shifts in addition to regular shifts will accrue vacation entitlement as above on regular hours and shall be paid out 4% for casual shifts only.

17.2 **Vacation Scheduling**

- a. Employees will submit their vacation requests to the Employer by November 1st of each year for the following year's vacation period. The Employer will remind employees of this deadline three (3) weeks in advance.

The Employer will discuss and attempt to resolve any issues arising with employees in relation to their vacation requests. Employees whose vacation requests cannot be granted will be notified and have three (3) days to submit a revised vacation request. The Employer will complete the vacation approval process by December 15th and post the finalized vacation schedules by department on the bulletin board.
- b. "Vacation period" is defined as January 1st to December 31st inclusive; employees with less than five years of service must take a minimum of two (2) weeks' vacation in the vacation period; employees with five or more years of service must take a minimum of three (3) weeks' vacation in the vacation period.
- c. An employee may request to take all or a portion of their accrued vacation at any time. Vacations will be considered and granted based on departmental seniority, subject to operational requirements and the availability of accrued credits in their vacation bank.

Employees wishing to split their vacation will exercise seniority rights within the department in the employee's "first choice" of a vacation period. Seniority within the department will prevail in the second vacation period, but only after all other "first choice" vacation periods have been approved. Seniority will also prevail in further choices in the same manner.

- d. Vacation shall normally be taken in increments of at least one (1) week unless with the consent of the employee's manager. Vacation may be taken only in whole days.
- e. Vacation requests submitted after November 1st will be considered on a first come, first served basis, and will not interfere with vacations already approved. The Employer shall be reasonable in granting such late requests and will consider operational requirements.
- f. Employees who want their vacation pay prior to going on vacation shall apply in writing four (4) weeks in advance of their scheduled vacation. The amount of vacation pay is to be consistent with the time taken for that vacation period;
- g. Vacation scheduling, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer;
- h. Where a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he been working; and
- i. An employee who is hospitalized or receives day surgery and is under doctor's care shall be entitled to rescheduled vacation. Such vacations shall be subject to availability and not invoke any bumping rights.

17.3 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to this Article 17.

17.4 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

ARTICLE 18 – Education Leave

18.1 Courses/Examinations at the Request of the Employer

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

18.2 In-Service Education

Employees scheduled by the Employer to attend in-service education seminars or an on-line course on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar/course.

Employees required by the Employer to attend in-service education seminars or an on-line course on a scheduled day off shall receive compensation for all hours in attendance at the seminar/course in accordance with Article 14, Article 15, and Article 16.

18.3 Educational Leave

Employees with three (3) years or more of continuous service with Employer may be entitled to an unpaid educational leave of absence relevant to the Employer's operations for up to one (1) year without loss of seniority as of the time the employee leaves. The following terms and conditions shall apply to such leaves:

- a. Written application for the leave shall be coordinated through the direct manager of the employee's department, and subject to approval by the Executive Director. Notification of the person going on leave shall be provided to the Employer, Union and employee involved;
- b. Seniority shall be the determining factor in scheduling the leave;
- c. Such leave will be granted on a one-time only basis per employee;
- d. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case;
- e. It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave;
- f. The period of time will not count towards time worked for vacation entitlement;
- g. One (1) months' notice of return to work must be given to the Employer unless a return date has been established prior to leaving; and
- h. During the period of such leave, the employee will be allowed to pay their pre-leave benefit status for MSP, EHB, HEP and Life Insurance in advance by quarterly installments.

ARTICLE 19 – Special and Other Leave

19.1 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 applications 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, parent-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 bereavement 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.

19.2 Jury Duty

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

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

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

19.3 Family Responsibility Leave

An employee may take unpaid leave of up to five (5) days in an employee's employment year, based on their starting date. This leave is designed to help employees deal with immediate family problems that conflict with job responsibilities. Family responsibility leave does not carry over from year to year if it is not used during the employment year.

19.4 Compassionate Care Leave

Employees may take up to eight (8) weeks of unpaid compassionate care leave within a twenty-six (26) week period to provide care and support to a family member in situations where the family member is gravely ill with a significant risk of death. "Family member" means someone who is either:

- a. a member of an employee's immediate family;
- b. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
- c. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- d. the employee's spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, current or former ward; and
- e. anyone who is considered to be like a close relative regardless of marriage or common-law partnership.

An employee must get a certificate from a medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The leave comes to an end when, whichever comes first:

- a. on the last day of the week in which the family member dies; or

- b. after the employee has had eight (8) weeks off within the twenty-six (26) week period.

19.5 Critical Incident Leave

A critical incident is defined as any event that, in both the employee and department manager's assessment, has a stressful impact sufficient enough to overwhelm the usually effective coping skills of the employee. Such abrupt, powerful events are ones that fall outside the range of ordinary workplace experiences.

Following a critical incident, as defined above, employees are allowed an adequate amount of paid time off during the shift in which the incident arises. The amount of time necessary is to be determined by agreement between the employee and their manager.

19.6 Reservists' Leave

An employee is entitled to unpaid Reservists' leave in accordance with Section 52.2 of the *Employment Standards Act*.

19.7 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) workdays (the equivalent of one (1) month) in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

19.8 Leave Respecting Disappearance of Child

- (1) In this article and the article that follows:

“child” means a person under 19 years of age;

“crime” means an offence under the Criminal Code other than an offence prescribed by the regulations made under section 209.4(f) of the Canada Labour Code.

- (2) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 52 weeks.
- (3) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (2).
- (4) A leave under subsection (2) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- (5) A leave under subsection (2) may be taken by the employee in
 - (a) one unit of time, or

- (b) more than one unit of time, with the employer's consent.
- (6) Despite subsection (4), a leave under subsection (2) ends on the earliest of the following dates, if any apply:
 - (a) the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
 - (b) the date the employee is charged with a crime that resulted in the disappearance of the child;
 - (c) the date that is 14 days after the date on which the child is found alive;
 - (d) the date on which the child is found dead;
 - (e) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (5)(b)
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

19.9 Leave Respecting Death of Child

- (1) If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 104 weeks.
- (2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
- (3) A leave under subsection (1) must be taken during the period that starts
 - (a) on the date the child dies, or
 - (b) on the date the child is found dead, in the case of the child disappearing before the child dies,
 and ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.
- (4) A leave under subsection (1) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent.
- (5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:

- (a) the date the employee is charged with a crime that resulted in the death of the child;
 - (b) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (4)(b).
- (6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.

19.10 Leave respecting domestic or sexual violence

- (1) In this article:

“child” means a person under 19 years of age;
“domestic or sexual violence” includes

- (a) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- (b) sexual abuse by any person,
- (c) attempts to commit
 - (i) physical abuse by an intimate partner or by a family member, or
 - (ii) sexual abuse by any person, and
- (d) psychological or emotional abuse by an intimate partner or by a family member, including
 - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - (iii) stalking in following, and
 - (iv) intentional damage to property; “eligible

person” means, with respect to an employee,

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
- (b) a person who
 - (i) is 19 years of age or older,

(ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and

(iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and

(c) a prescribed person;

"family member" means any of the following:

(a) with respect to a person,

(i) the spouse, child, parent, guardian, sibling, grandchild, or grandparent of the person or,

(ii) an individual who lives with the person as a member of the person's family;

(b) any other individual who is a member of a prescribed class; "intimate partner" means, with respect to a person, any of the following:

(a) an individual who is or was a spouse, dating partner or sexual partner of the person;

(b) an individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).

(2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:

(a) an intimate partner of the child;

(b) a family member of the child.

(3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

(a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;

(b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;

(c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;

(d) to temporarily or permanently relocate the employee or eligible

person or both the employee and eligible person;

- (e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
 - (f) any prescribed purpose.
- (4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to
- (a) up to 10 days of unpaid leave, in units of one or more days or in one continuous period, and
 - (b) in addition to the period of time referred to in paragraph (a), up to 15 weeks of unpaid leave.
- (5) A leave under subsection (4)(b) may be taken by the employee in
- (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent
- (6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

An employee who is on compassionate care leave, leave respecting disappearance of child, leave respecting death of child, or leave respecting domestic or sexual violence is considered to be continuously employed for the purpose of calculating seniority and vacation entitlement.

ARTICLE 20 – Maternity, Parental, and Adoption Leave

20.1 Maternity Leave

An employee is entitled to a maternity leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period requested by the employee.

An employee shall notify the Employer, in writing, of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.

Regardless of the date of commencement of the leave of absence taken, the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.

A request for shorter period must be given in writing to the Employer at least one (1)

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 physician stating that the employee is able to resume work.

20.2 Parental Leave

Upon written request, an employee shall be entitled to parental leave of up to **sixty-two (62)** consecutive weeks (or **sixty-one (61)** consecutive weeks in the case of a birth giver who takes leave under Article 20.1) without pay.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the **sixty-two (62)** weeks' (or **sixty-one (61)** weeks in the case of a birth giver who has taken leave under Article 20.1) parental leave between them.

Where possible, an employee shall give four (4) weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 20.1. In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

Parental leave shall commence:

- a. in the case of a birth giver, immediately following the end of the maternity leave taken under Article 20.1, unless the Employer and the employee agree otherwise;
- b. in the case of the "other parent" following the birth of the child and within the **seventy-eight (78)** week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the birth giver, including common-law spouse; and
- c. in the case of an adopting parent, following the adoption of the child and within the **seventy-eight (78)** week period after the date the adopted child comes into the actual care and custody of the parent.
- d. If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

20.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 20.1 and Article 20.2 is limited to **seventy-eight (78)** weeks plus any additional entitlements provided under Article 20.1 and/or Article 20.2 preceding.

20.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 18 and Article 24. The Employer shall continue to make payments to Health and Welfare Plans in the same manner as if the employee were not absent where the employee elects to pay their share of the cost of the plans.

20.5 Reinstatement

An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13.

Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with the above provision.

ARTICLE 21 – Occupational Health and Safety

21.1 Statutory Compliance

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.

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

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

21.2 Client Information

The Employer shall provide employees with information in its possession regarding a client, which is necessary for the employee to safely carry out their duties.

21.3 Occupational Health and Safety Committee

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

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee, pursuant to the WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

The Committee shall have, as part of its mandate, the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee. If the

Union is not satisfied with the Employer's response, it may refer the matter to the Industry Trouble shooter for a written recommendation.

No employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act or regulations.

The Committee may use the resources of the Workers' Compensation Board and/or other sources to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

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

The Employer will provide orientation or in-service education which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

The Employer will promote processes that provide the most effective ways to safely perform work. These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, care design and redesign for clients, sufficient staffing, and in-services/team meetings. The Committee shall have, as part of its mandate, the jurisdiction to make recommendations on these measures, supported by available resources (e.g., from WCB).

The Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

21.4 Aggressive Behaviour

Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer shall provide employees with information in its possession regarding a client or resident which is necessary for the employee to safely carry out their duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

Where employees may be at risk from aggressive behaviour, in-service education and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section

4.28 of the Protection of Workers from the Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish the appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that this provision is at no cost to the Employer.

21.5 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled and assigned hours on that day, provided the injury results in the employee being approved for a Workers' Compensation Board claim.

Employees eligible for sick leave coverage pursuant to Article 25 shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee.

21.6 Investigation of Accidents

Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one (1) union occupational health and safety committee member or, if not available, a Union steward, and one (1) employer representative.

Copies of the accident investigation reports must be forwarded without undue delay to the Committee.

In the event of a work related employee fatality, the Employer shall notify the Union designate of the nature and circumstances of the accident as soon as possible.

21.7 Employee Workload

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety related workload concerns to the Committee for investigation pursuant to this Article.

21.8 Bed Bugs

Where an employee has contracted bed bugs 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 reimbursed for an appropriate treatment, up to \$500 per treatment, upon presentation of receipts.

ARTICLE 22 – Work Clothing and Employer Property

22.1 Return of Employer Property on Termination

Employees must return to the Employer all employer property in their possession at the time of termination of employment including, but not limited to, all electronic devices and

keys. The Employer shall take such action as required to recover the value of articles which are not returned.

22.2 Employer to Continue to Supply Tools

The Employer shall continue to supply tools to employees. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft. All tools provided by the Employer shall remain on site unless specifically authorized by the appropriate manager.

22.3 Protective Clothing

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where the WCB requires the Employer to provide same.

ARTICLE 23 – Payment of Wages and Allowances

23.1 Wages

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum hourly wage rate for such classification in accordance with the table of classifications set forth in Appendix “A” which is attached hereto and made part of this Agreement.

23.2 Paydays

Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees shall be paid by direct deposit.

The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

When a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.

Where the Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system.

The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which they wish their pay to be deposited, provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in their pay, the Employer must provide payment within the next pay period or as soon as reasonably possible, whichever is sooner.

23.3 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

23.4 Relieving in Higher and Lower Rated Positions

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment of the new position after not less than one (1) workday, retroactive to the start of the relief period.

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, ten percent (10%) per month more than the highest rate for their classification, or one hundred (100) dollars, or portion thereof, whichever is greater, if so employed for one (1) or more workdays, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

23.5 Promotions

Part (a) shall apply where a job has an increment structure based on hours of service.

- a. A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

Part (b) shall apply where a job has an increment structure based on calendar length of service.

- b. A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

23.6 Transfers

Part (a) shall apply where a job has an increment structure based on hours of service.

- a. A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

Part (b) shall apply where a job has an increment structure based on calendar length of service.

- b. A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former anniversary date.

23.7 Demotions

An employee who is demoted to the lower-rated job shall go to the increment step of the lower-rated job commensurate with their overall seniority.

23.8 Indemnification and Reimbursement of Legal Fees

Except where there has been negligence on the part of an employee, the Employer will:

- a. exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- b. assume reasonable costs, legal fees and other expenses arising from any such action.

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

23.9 Definition of Weekend Shift and Premiums

An employee shall be paid a \$0.25 premium for shifts worked from 12 a.m. to 8 a.m.

23.10 Mileage Reimbursement

An employee who uses her their own motor vehicle to conduct business, on behalf of and at the request of the Employer, will be reimbursed a mileage allowance per kilometer at the maximum acceptable Canada Revenue Agency rate, upon submission of a claim in a form determined by the Employer.

23.11 Damage to Employee Vehicle

Where an employee produces reasonable proof that their automobile was damaged by a client/community member while the employee is in the workplace, the employer will reimburse the employee for the payment of their insurance deductible up to a maximum of \$500.

ARTICLE 24 – Health and Welfare

Attached as Appendix B and made part of this Agreement is the summary of the health and welfare benefits plan coverage for employees and their dependants under the existing health plan and RRSP option. The current health plan is subject to change based on a change in insurance carrier. The Employer will discuss such changes with the Union in advance. Neither the Union nor an employee may grieve the insurance carrier's denial of a health expense, weekly indemnity coverage, long term or short term disability.

An employee who is on unpaid leave of absence, including while receiving LTD benefits, can elect to continue their health and welfare benefits as long as the employee remains an employee and pays 100% of the premiums to the Employer monthly in advance. Such an election must be made within one (1) month of commencing the unpaid leave of absence.

ARTICLE 25 – Sick Leave

25.1 Sick Leave Credits

Regular full-time employees who have completed their probationary period shall accrue

sick leave credits at the rate of one (1) sick day per month. Upon completion of their probationary period, a full-time employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave credits.

Part-time employees are entitled to accumulate sick days on a pro-rated basis according to their normal hours of work.

Casual employees do not accumulate sick days.

Despite the above, all employees, whether regular or casual status, after 90 consecutive days of employment shall be entitled to paid sick leave, in accordance with the Illness or Injury Leave provisions of the *Employment Standards Act*. The *Act* currently prescribes by Regulation up to five (5) days in each calendar year.

Additional sick leave may follow for regular status employees provided that the regular status employee has met all the eligibility and entitlement requirements under this Article. The sick leave benefits in this Article will be adjusted to be inclusive of any period of leave taken in the paragraph above (ie. Sick credits earned will be reduced by any period of leave taken in each calendar year).

Sick leave may carry forward a maximum of twelve (12) sick days to the next year. Upon completion of the second year, any sick credits carried forward from the previous year shall expire.

Sick leave accrues during paid leaves but not during unpaid leaves extending longer than five (5) consecutive days or while on short or long term disability, or time off due to an injury compensable under Workers Compensation.

Any remaining sick leave credits at the time of a termination, resignation or retirement from employment will not be paid out.

25.2 Sick Leave Pay

Sick leave with pay is only payable because of sickness. Employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action up to and including dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and must notify the Employer prior to their return.

25.3 Workers' Compensation Benefit

Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.

While an employee is in receipt of WCB wage-loss benefits, paid holidays and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 24 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.

The provisions shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Workers Compensation Act, so long as the employee is otherwise entitled to benefits under those sections of the Workers Compensation Act.

Where an employee has been granted sick leave and is subsequently approved for WCB

wage loss benefits for the same period, the employee shall ensure that WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period up to twenty-four (24) months. Such employees shall be considered as being on an unpaid leave in accordance except that seniority shall continue to accrue based on regular hours.

25.4 Sick Leave Deductions

Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

25.5 Medical/Dental Appointments

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted. Employees will take all reasonable efforts to schedule appointments outside of work time.

25.6 Accumulated Sick Leave

The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

25.7 Other Claims

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia ("ICBC"), the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. The employee is required to take all reasonable action to recover any sick time paid by the Employer and inform the Employer of such action. To the extent that the employee recovers monies as compensation for wages lost, the employee is required to inform the Employer immediately and the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 26 – General Conditions

26.1 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. Sufficient copies of this

Agreement will be printed for distribution to employees, which will be paid for and provided by the Union.

The Agreements shall be printed in a Union print shop and shall bear a recognized union label.

The Employer will provide copies of the printed agreement within ninety (90) days of the signing of this Agreement. Ninety (90) days may be waived in extenuating circumstances.

26.2 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. Bargaining unit members shall not be volunteers.

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

Subject to the reasonable approval by the Employer, the Union recognizes and agrees that community members may participate in the day to day operations of the Employer for therapeutic value.

26.3 Job Sharing

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

26.4 Special Employment Programs

Where participants in a special employment program for youth or other individuals will perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

26.5 Tax Forms

In accordance with the Income Tax Act, appropriate forms will be issued concerning compensation and allowances.

ARTICLE 27 – Term of Agreement

27.1 Duration

The duration of this agreement is from **August 1, 2022 to July 31, 2025**.

27.2 Notice to Bargain

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice, require the other party to commence collective bargaining. Should either party give notice to bargain, this Agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom the collective bargaining is being conducted, or alter any other term or condition of employment until:

- a. The Union commences a lawful strike in compliance with the *Labour Relations Code* of British Columbia, or

- b. The Employer commences a lawful lock-out in compliance with the *Labour Relations Code* of British Columbia.

27.3 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining. It is agreed that the operation of Subsection 2 and 3 of Section 50 of the Labour Relations Code is excluded from this Agreement.

AGREEMENT SIGNED THIS 28 DAY OF June, 2023.

ON BEHALF OF THE EMPLOYER

First United Church Community Ministry
Society

ON BEHALF OF THE UNION

United Food And Commercial Workers,
Local 1518

Mark Slobin

Mark Slobin



Kim Novak, President

APPENDIX “A”

FIRST UNITED CHURCH COMMUNITY MINISTRY SOCIETY WAGE SCHEDULE

Job Classification	Grid (CSSEA)	Step ¹	Current Pay Rate	2023	Jan 1, 2024	Jan 1, 2025 ²
Advocacy Administrative Assistant	7	1	20.25	21.99	23.47	tbc
		2	21.22	22.72	24.25	tbc
		3	22.42	23.99	25.61	tbc
		4	23.62	25.26	26.97	tbc
Advocate	15	1	28.39	33.65	35.92	tbc
		2	29.74	34.80	37.15	tbc
		3	31.41	36.74	39.22	tbc
		4	33.06	38.61	41.22	tbc
Communications Specialist	14	1	28.39	30.72	32.79	tbc
		2	29.74	31.74	33.88	tbc
		3	31.41	33.51	35.77	tbc
		4	33.06	35.26	37.64	tbc
Community Volunteer Income Tax Coordinator	13	1	25.82	27.96	29.85	tbc
		2	27.05	28.89	30.84	tbc
		3	28.57	30.50	32.56	tbc
		4	30.07	32.09	34.26	tbc
Cook	9	1	18.98	23.01	24.56	tbc
		2	19.91	23.80	25.41	tbc
		3	20.99	25.08	26.77	tbc
		4	22.11	26.38	28.16	tbc
Development Coordinator	13	1	25.82	27.96	29.85	tbc
		2	27.05	28.89	30.84	tbc
		3	28.57	30.50	32.56	tbc
		4	30.07	32.09	34.26	tbc

Job Classification	Grid (CSSEA)	Step ¹	Current Pay Rate	2023	Jan 1, 2024	Jan 1, 2025 ²
Janitor	10	1	21.63	23.47	25.05	tbc
		2	22.68	24.27	25.91	tbc
		3	23.90	25.56	27.29	tbc
		4	25.19	26.93	28.75	tbc
Program Support Worker	12	1	24.48	26.53	28.32	tbc
		2	25.69	27.45	29.30	tbc
		3	27.09	28.94	30.89	tbc
		4	28.52	30.45	32.51	tbc
Shelter Case Planner	13	1	24.48	27.96	29.85	tbc
		2	25.69	28.89	30.84	tbc
		3	27.09	30.50	32.56	tbc
		4	28.52	32.09	34.26	tbc
Shelter Resource Worker	10	1	21.63	23.47	25.05	tbc
		2	22.68	24.27	25.91	tbc
		3	23.90	25.56	27.29	tbc
		4	25.19	26.93	28.75	tbc
Shelter Shift Supervisor	14	1	28.39	30.72	32.79	tbc
		2	29.74	31.74	33.88	tbc
		3	31.41	33.51	35.77	tbc
		4	33.06	35.26	37.64	tbc

1 Step 1: 0 – 1,950 hours
Step 2: 1,951 – 3,900 hours
Step 3: 3,901 – 5,850 hours
Step 4: 5,851 hours onwards

2 Wage increase to be confirmed once CSSEA rates are established. Minimum increase 2%; maximum 3%.

3 Grant temporary wage adjustments to positions with wage grid rates paid below the “Living Wage” rate so that the “Living Wage” rate comprises the minimum wage for the positions (published in November each year and taking effect on January 1st of the following year). These temporary adjustments would apply only during the term of the collective agreement, and are subject to adjustment or elimination based on changes to the “Living Wage” rate in

relation to the CSSEA wage grid. Should the “Living Wage” rate be reduced during the term of this collective agreement, no employee will have their wage rate reduced, and will be paid at that wage protected rate until the application of the wage grid results in a wage rate that exceeds the protected rate. The continued payment of the “Living Wage” rate will only be continued following the term of this collective agreement by express written agreement.

Signing bonus

The following lump sum signing bonus will be paid to employees on staff as of the date of Union ratification. The employment status and FTE value will be defined by each employee’s job posting and status in effect as of the date of Union ratification.

- **Casual employees - \$250**
- **Up to and including 0.4 FTE - \$600**
- **Up to and including 0.6 FTE - \$900**
- **Up to and including 0.8 FTE - \$1200**
- **Up to and including 1 FTE - \$1500**

APPENDIX “B”

Revised June 2019

Article 24 – HealthCare Plans

The eligibility for all Health and Welfare benefits is based on being in a regular position of 20 hours or more per week for either a period of 3 months or completion of the probationary period, whichever comes first. For further information, please contact Human Resources.

MEDICAL SERVICES PLAN – MSP

This is the basic provincial Medical Services Plan. Premiums are shared equally between the employee and First United. Participation is optional. Coverage is effective on the first day of the month following eligibility as noted above.

Effective January 2020, the employer will be paying the full cost of the MSP premiums.

HEALTH AND WELFARE BENEFITS

Effective June 1, 2019, First United, in consultation with UFCW 1518, has a new benefit plan.

GroupHEALTH BENEFITS – POLICY 59937 (2019 Rates)

Extended Health Benefits

The extended health plan covers many items that the basic MSP does not including prescription drugs and eye exams. Premiums are fully paid by the FUCCMS. This plan is compulsory unless an employee is able to confirm coverage under another extended health plan.

Detailed Coverage:

Prescription Drugs: 100% coverage for drugs legally requiring prescription, covers generic drugs at the lowest cost of the equivalent product (brand name drugs are only covered if the physician specifies no generic substitution). Drug card included.

The following services respect the Reasonable and Customary costs for the province:

Licensed Paramedical Practitioners: 100% coverage to a \$750 annual maximum of each licensed practitioner to include acupuncturist, audiologist, chiropractor (include x-rays), dietician, massage therapist/orthotherapist, naturopath, occupational therapist, osteopath (includes x-rays), physiotherapist/physical rehabilitation therapist, podiatrist/chiropractist (includes x-rays) and speech therapist.

For psychologist/social worker/counsellors there is 100% coverage to a \$3000 annual maximum.

Eye Exams: 100% coverage of one examination to a maximum of \$100 every 24 months.

Vision Care: Eyeglasses, contact lenses and laser vision correction, maximum \$350 every 24 months.

Ambulance and Hospital Coverage: 100% coverage for semi-private accommodation.

Medical Services and Supplies: 100% coverage for all services and supplies if not covered by the government.

Off-shelf orthopaedic shoes: 100% combined maximum of 2 pairs per calendar year for Orthopaedic Shoes and off-the-shelf Orthopaedic Shoes and Orthopaedic Modifications.

Foot Orthotics: 100% coverage to a \$250 maximum every calendar year for casted, custom-made orthotics \$400 maximum every 2 years for Orthotics.

Hearing Aids: \$1,000 every 36 consecutive months.

Emergency Out of Country Medical Coverage: 100% coverage to a \$5,000,000 per insured per trip. Maximum duration of the coverage is up to 180 days per trip.

Termination: Age 70 or earlier retirement

Premiums:

The Extended Health Care Plan has no deductible.

Coverage (Class 3)	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Single	\$0.00	\$86.27
Couple/Family	\$0.00	\$170.69
Family	\$0.00	\$184.87

Dental Plan

This plan covers 100% of basic dental expenses and 50% of major restorative services with a combined yearly maximum of \$3,500 for basic and major restorative services combined. Orthodontics are covered at 50% up to a maximum of \$2000 lifetime per covered child up to the age of 19 years.

Premiums:

The Dental Plan has no deductible.

Coverage (Class 3)	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Single	\$0.00	\$48.18
Couple	\$0.00	\$96.35
Family	\$0.00	\$162.49

Group Life Insurance

This is a basic group life insurance plan. Coverage is compulsory. Premiums are fully paid by FUCCMS and the coverage is as follows and is a taxable benefit:

Eligible Employees: One (1) times annual gross earnings to a maximum of \$150,000 Coverage reduces 50% at age 65 and terminates at the earlier of retirement or age 71. Premiums:

Coverage	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Taxable Benefit	\$0.00	Rate based on annual earnings

Dependent Life Insurance

This plan is provided through GroupHEALTH and the premiums are fully paid by the employer, however, a taxable benefit to the employee. Coverage terminates at the earlier of retirement or age 71.

Loss of Spouse: \$20,000

Loss of Child: \$10,000

Premiums:

Coverage	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Taxable Benefit	\$0.00	\$3.86

Employee Accident & Serious Illness (ASI)

This plan is provided through GroupHEALTH and the premiums are fully paid by the employer, however, a non-taxable benefit to the employee. Coverage terminates at the earlier of retirement or age 71.

Premiums:

Coverage	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Taxable Benefit	\$0.00	Rate based on annual earnings

Short Term Disability

The premiums for the Short-Term Disability Benefit are fully paid for by the employer. Short Term Disability benefits may be applied for:

- The first day of disability due to an accident
- The first day of hospitalization (must be hospitalized for 24 hours or more)
- The 8th day of disability due to illness

To qualify for STD, employees must be totally disabled from carrying out the duties and responsibilities of their job.

Participation in the Early Intervention Program through DMI (Disability Management) is mandatory. DMI is a confidential service in place to help ensure all the paperwork is

completed correctly, submitted to GroupHEALTH and to follow the claim. DMI will also support employees with return to work planning.

- 66.67% of weekly earnings, rounded to the next highest \$1 if not already a multiple there to a maximum of \$800 per week.
- Benefits are payable for a maximum benefit period of 26 weeks.
- Coverage terminates at the earlier of retirement or age 70.

When on STD, the health, dental and optional coverage remain in force. However, the payment of the optional coverage is the responsibility of the employee. Repayment for this benefit can be arranged upon return to work.

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
\$0.00	Rate based on annual earnings

Long Term Disability

The plan provides for the security of continued income during periods of long-term absence due to illness or injury. Participation in the Long-Term Disability Plan is compulsory. Premiums are fully paid by the employer. Coverage is effective following three months of continuous employment.

Detailed Coverage:

- 66.67% of monthly salary
- Maximum: \$6,000 with medical acceptance
- Elimination Period: 26 weeks of continuous disability
- Definition: 24 months own occupation
- Tax Status: Taxable as employer pays premiums
- Termination: Age 65 or earlier retirement
- Coverage includes: Services of a Disability Management Company (DMI)

When on LTD, employees pay 100% of the cost of the monthly premium to maintain all benefits. When on Leave without Pay, the payment of the premiums to maintain benefits is the responsibility of the employee.

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Premiums are fully paid by the employer	Annual earnings divided by 12 (round up result) x 1.434%

Health Spending Account

This benefit is Non-taxable and eligibility is as per the other health and welfare benefits.

This benefit is up to \$500 per year for health and dental expenses and is pro-rated to number of months the employee is employed. Examples for usage are: vision, acupuncturist, chiropractor, dietitian, Occupational Therapist, Optometrist, etc. See Human Resources for more information.

Employee and Family Assistance Program

Homeweb.ca or 1-800-663-1142

The Employee and Family Assistance Program (EFAP) through Homewood provides access to specialist counselling and multiple other counselling modalities, support for work and life issues, quick response to critical incidents, and an online and mobile App. This program is a total well-being resource.

Retirement and Pension Plans

Group RRSP Contributions

Employee Group RRSP Matching Benefit – Manulife – POLICY RS 104733

This RRSP contribution plan is optional. FUCCMS will match employee contributions to the RRSP plan to a maximum amount of \$500 per year. This is available to all regular status employees who are eligible for benefits.

UNITED CHURCH OF CANADA (UCC)

Pension Plan

There are several First United staff who currently participate in the UCC pension. Their continued participation is no longer mandatory but may be grandfathered for the duration of their employment. This pension is not available to new employees.

Employee Contributions	FUCCMS Contributions
6% of Pensionable Earnings	9% but part goes to Plan Administration

APPENDIX “C”

Section 3.12 of the Occupational Health and Safety Regulation

Procedure for refusal

- 3.12 (1)** A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2)** A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3)** A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
- (a)** ensure that any unsafe condition is remedied without delay, or
 - (b)** if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4)** If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
- (a)** a worker member of the joint committee,
 - (b)** a worker who is selected by a trade union representing the worker, or
 - (c)** if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5)** If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

LETTER OF UNDERSTANDING #1

Re: Future Redevelopment and Shelter Phase-Out

The Union and the Employer acknowledge that the Employer is planning a significant operational change arising from a future redevelopment of the 320 East Hastings building and the phasing out of the shelter program. The Employer agrees that it will make best efforts to minimize the displacement of employees as a result of these operational changes.

The parties will meet regularly to discuss matters related to the operational changes, include the timeframe for program changes and redevelopment, and the impact on bargaining unit employees.

Should the parties be unable to agree on the resolution of any matter arising out of the collective agreement relating to the redevelopment or phase-out initiatives, the parties may refer the matter to either of Mark Brown, Julie Nichols, or Mark Atkinson who will be appointed as a facilitator to assist the parties in reaching a resolution or if necessary issuing a brief decision to resolve the outstanding matter. In issuing the decision, the facilitator will act as a rights (not interest) Troubleshooter in accordance with Article 8.6 and the parties agree in advance that all matters under article 8.6(d) will be within the Troubleshooter's jurisdiction. The first facilitator appointed shall remain seized to address any future matters arising out of this Letter of Understanding.

AGREED this 14th of January, 2020.

RENEWED this 9th of June, 2023.

FOR THE UNION

FOR THE EMPLOYER



Kim Novak, President

Mark Slobin

Mark Slobin

LETTER OF UNDERSTANDING #2

Re: Change in Health and Welfare Benefits

The parties presently have different positions over whether health benefits must be negotiated under Article 24 of their collective agreement. Without prejudice to the interpretation and application of this article, the parties agree as follows for the duration of the 2022 to 2025 Collective Agreement, after which this Letter of Agreement is extinguished:

Should the employer embark on a review of the health and welfare benefits plans, the Employer will consult in good faith and work with the union in advance to explore and achieve the highest levels of benefits with best value for the premiums paid by the Employer. The parties acknowledge that employees are concerned about substantial reductions to benefit levels and the Employer is concerned about the high cost of benefits being unsustainable.

AGREED this 14th of June 2023.

FOR THE UNION

FOR THE EMPLOYER



Kim Novak, President

Mark Slobin

Mark Slobin

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