

COLLECTIVE AGREEMENT

Between



And



(Canadian Office and Professional Employees Union, Local 378)
(hereinafter referred to as the "Union")

May 1, 2018 to April 30, 2021

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ARTICLE 1 - GENERAL AGREEMENT

1.01 Change in Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

1.02 No Other Agreement

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with the terms and conditions of this Agreement.

1.03 Definition of Days and Weeks

All references to "days" mean "working days"; references to "years" mean "calendar years" unless otherwise specified in the Agreement.

1.04 Intent

It is the intent of the Parties through this Agreement to:

- a) provide orderly collective bargaining between the Employer and the Union. The Parties agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.
- b) share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- c) establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement;
- d) provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;

ARTICLE 2 - INTERPRETATION

2.01 Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Government of Canada.

2.02 Common Meaning

Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

2.03 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

- a) The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The Union acknowledges that the management and direction of the employees is retained by the Employer.

ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION

4.01 Union Recognition and Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of WAVAW Rape Crisis Centre as described in a Certification issued to the Union on April 19, 2018.

4.02 Bargaining Agent Recognition

- a) Where the Employer establishes a new position, and a dispute arises as to whether the new position is within the bargaining unit covered by this Agreement, either Party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the bargaining unit, these positions will be posted in accordance with the provisions of the Collective Agreement.
- b) Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such employees are required to perform their work functions anywhere within the Province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

ARTICLE 5 - UNION REPRESENTATION

5.01 UNION REPRESENTATION

a) Union Representatives

- i) The Employer recognizes the Union's right to select job stewards to represent employees in matters pertaining to this Agreement.

The Union agrees to provide the Employer with a list of the employees designated as job steward(s) and to notify the Employer immediately in writing of any changes in the designation;

- ii) The job steward(s) will obtain the permission of their immediate supervisor before conducting the duties of a steward as outlined in 5.02, below. Permission to perform duties during working hours as a job steward will be mutually agreed to with the employee's supervisor, and such permission will not be unreasonably withheld.
- iii) Where the job steward(s) duties may unreasonably interfere with the proper operation of the Employer, such duties may be performed outside of normal working hours.

b) Rights of Job Stewards

The duties and responsibilities of Job Stewards shall include, but not limited to, the following activities:

- i) investigation of complaints, grievances, and/or disputes including the making of presentations to management as required subject to the provisions of Article 10.
- ii) the transmission of Union bulletins and/or notices by posting on the designated bulletin board. Other means of postings as are approved by the society such as email, which approval shall not be unreasonably denied.
- iii) participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- iv) participation in the administration of the Union as may be required for Union Executive meetings and Job Steward meetings.
- v) briefing time prior to grievance meetings as set out in Article 10 of this Collective Agreement.

5.02 Leave of Absence for Union Business (without loss of pay)

A leave of absence with pay shall be granted with no loss of seniority for a designated job steward(s) to:

- a) investigate complaints;
- b) investigate grievances and attend grievance meetings;
- c) supervise during ratification votes;
- d) attend meetings called by management;
- e) distribute bulletins and surveys.

5.03 Time Off Work for Other Union Business (unpaid)

The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councilors, and arbitration hearings, or other Union officials, or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence from work.

The Employer shall be entitled to recover from the Union, all wages paid to an employee absent from work pursuant to this clause, by submitting in writing, a statement of such costs to the Union office.

The Employer will also grant time off for union stewards to attend seminars and training courses, and such time off will not be unreasonably withheld.

5.04 Bargaining Committee

The Employer shall pay all lost wages for the bargaining committee for a maximum of two (2) bargaining committee members.

5.05 Union Access

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of meeting with the Employer concerning business related to the Union or job stewards and any specifically affected employees pertaining to a grievance or potential grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.

It is understood and agreed that the Union representatives visiting the workplace or premises of the Employer shall not interfere in the work performed by employees, without the express permission of management and such permission will not be unreasonably denied.

5.06 Union Insignia

A Union member shall have the right to wear a lapel pin and/or tie with the recognized insignia of the Union.

5.07 Bulletin Boards

The Employer shall provide a bulletin board for the exclusive use of the Union at each workplace. Such bulletin boards shall be used by the Union to post official Union communications.

5.08 No Discrimination for Union Activity

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.

ARTICLE 6 - UNION MEMBERSHIP AND DUES

6.01 Union Membership

- a) The Employer agrees that all employees covered by this Agreement, within seven (7) calendar days of the signing of this Agreement, or within seven (7) calendar days of the date of employment with the Employer, whichever event shall later occur, as a condition of continued employment with the Employer, shall become and remain members of the Union.
- b) The Employer shall advise the Union of all newly hired employees within fifteen (15) calendar days of the date of their employment.
- c) The Union will provide the Employer with all relevant documents for Union dues authorization.

6.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages substantially in the form supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees or assessments payable to the Union in accordance with the Union Constitution and/or bylaws.

6.03 Union Dues and Assessments Deduction

- a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, initiation fees and assessments, payable to the Union by a member of the Union, as established by the Union.
- b) The Employer shall deduct from the pay or salary of any employee who is a member of the Union the amount of any assessments levied in accordance with the Union constitution and/or bylaws and owing or payable by the employee to the Union.
- c) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of twenty (20) calendar days' notice in advance of the implementation date of any change in deductions pursuant to this Article.

6.04 Remittance of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union by the fifteenth (15th) day of the month following the date of deduction whenever possible but in no event will such remittance be later than the end of the month following the date of deduction. Such remittance shall be accompanied by information specifying the names of

the employees from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.

In addition to the above the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- (i) New hires
- (ii) Terminations
- (iii) Salary revisions
- (iv) Employees on extended leave of absence

Such information shall be supplied by the Employer and in a form acceptable to the Parties.

6.05 Record of Union Deductions (T4 Slips)

The Employer shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year. Such record shall be provided to each employee prior to March 1st of the succeeding calendar year.

6.06 Information for New Employees

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect; and with the conditions of employment set out in the provisions dealing with Union membership and dues. The Employer shall also provide the new employee with a copy of the current Collective Agreement and advise the names and locations of their job steward(s). The Employer agrees that a job steward shall be given an opportunity to meet with new employees within regular working hours, without loss of pay, for one (1) hour within the first thirty (30) days of employment for the purpose of acquainting the employees with the benefits and duties of Union membership and employee responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - PERSONAL RIGHTS

7.01 Legislation

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

7.02 Non-Discrimination

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off or discharge or otherwise because of race, colour, creed, national origin, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or gender identity, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

7.03 Respectful Workplace - Personal/Sexual Harassment

The Employer and the Union recognize the right of all employees to work in an environment which shows respect for an employees' health, safety and physical well-being. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of an employee or deteriorate the work environment. Accordingly, the harassment of any employee is prohibited.

a) Personal and Psychological Harassment

Is objectionable conduct or comments that are either repeated or persistent, or a single serious incident directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. Personal harassment includes, but is not limited to the following:

- i) derogatory, demeaning or disrespectful comments, jokes or slurs made about a person or a group of people;
- ii) the display or distribution of derogatory, demeaning or disrespectful posters, pictures, cartoons or drawings;
- iii) yelling, swearing, using offensive language, uttering threats, coercion or bullying;
- iv) derogatory, disrespectful or malicious gestures or actions that serve to humiliate or demean a person or create an atmosphere of fear of intimidation.
- v) is discriminatory behaviour that causes substantial distress and is based on race, colour, creed, national origin, age, sex, marital status, family status, physical or mental disability, sexual orientation, gender expression or

gender identity, or because person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

Good faith actions of management relating to the management and direction of employees, such as assigning work, providing feedback to employees on work performance and taking reasonable disciplinary action, does not constitute harassment.

b) Sexual Harassment

Includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted or uninvited; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a person's body; sexual solicitation or advances or sexual assault. Sexual harassment includes, but is not limited to:

- i) uninvited or unwelcome touching or close physical contact;
- ii) sexual advances;
- iii) comments made about a person's gender identity, gender expression or sexual orientation;
- iv) sexually suggestive jokes, cartoons or posters;
- v) requests for sexual favours;
- vi) unwanted questions or comments of a sexual nature.

c) The Employer will:

- i) ensure all employees are informed of the policy on harassment including sexual harassment;
- ii) upon becoming aware harassment is occurring, deal with it in a prompt, conscientious and confidential manner, regardless of whether or not any complaint has been made.

7.04 Harassment Complaints

- a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.

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

7.05 Harassment Complaints Procedure

- a) An employee who believes they have a complaint of harassment and feels unable to resolve the matter directly, may make a formal complaint to their immediate supervisor, or alternatively to the Executive Director or designate to receive such complaints. The employee also may choose to advise their job steward of the complaint.
- b) The Employer will investigate the complaint promptly and thoroughly, which will be actioned within seven (7) working days of receiving a complaint. The respondent is entitled to be given notice of the substance of the allegation and to fully respond to the allegations.
- c) The complaint must contain the specific instance(s) and date (s) that the alleged harassment occurred (to the best of one's ability), the names of any witnesses, and an explanation of how the action constitutes a violation of Article 7.03, and the remedy sought.
- d) The Employer, if deemed necessary, may use a third-Party investigator to conduct an investigation. However, it is incumbent on the Employer to conduct investigations that are fair, impartial, focused, reasonable and in good faith. The Employer will issue a report and/or a finding of fact within thirty (30) working days.
- e) In the case that the Employer utilizes a third-party investigator, the Employer will consider the recommendations as outlined in the investigator's report and take action within ten (10) working days of receiving the investigator's report.

- f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the recommendations and/or resolution of the complaint.
- g) Pending determination of the complaint the Employer may, after full consultation with the Union, take interim measures to separate the employees involved where deemed necessary by the Employer.
- h) Where the complaint is found to be warranted the Employer will notify the respondent in writing within seven (7) working days and will take appropriate disciplinary action up to and including termination.
- i) Where the complaint is determined by the Employer to be of a frivolous; vindictive or vexatious nature, the Employer may take appropriate disciplinary action against the complainant up to and including termination.

7.06 Personal Duties

The Parties agree that the employees shall not be required to perform any non-work-related duties.

ARTICLE 8 - EMPLOYEE CATEGORIES

8.01 Employee Definitions

a) Probationary Employee

A probationary employee is an employee who has not successfully completed probation under Article 13.01.

b) Regular Full-Time Employee

Regular full-time employees are employees engaged on a permanent ongoing basis working thirty-five (35) hours per week. These employees are entitled to all benefits outlined in this collective agreement.

c) Regular Part-Time Employee

Regular part-time employees are employees engaged on a permanent ongoing basis working less than full-time hours (35 hours per week). A regular part-time employee is entitled to all benefits of this agreement.

d) Term Certain Employee

A term certain term employee is an employee hired by WAVAW for an established period of employment (i.e. an employment period with a starting date and an ending date) that is established by funding and is no greater than five (5) years. These terms of five (5) years may not be extended without prior agreement between the Union and the Employer. The following are examples of fixed-term employees:

- i) Employees hired to replace regular and/or term certain employees who are absent due to sick leave, pregnancy or parental leave, or other approved leaves of absence;
- ii) Employees hired to fulfill special funding requirements;

Term certain employees are entitled to all rights and benefits outlined in this collective agreement. Term certain employees shall earn seniority.

If a term certain employee becomes a permanent employee, with no longer than a thirty (30) working days break in service, the employee will be credited with seniority back to the start date of their term certain employment.

c) Casual Employees

An employee hired on an as-and-when required basis to cover absences of a regular employee for a specific period or periods of work in connection with a specific project, work overload and seasonal peaks. The employee will be paid a rate based on the appropriate step on the salary scale which will recognize the employee's accumulated service since the last date of hire with the Employer in the same or related job.

Casual employees shall be covered by all of the terms and conditions of this Agreement except those Articles which apply to Articles: 13 – Probationary Employees; 17 – Training and Education; 19 – Layoff, Recall and Severance; 20 – Benefits; 23 – Overtime (shall be paid on each cheque and not banked); 24 – Vacations; and, any Articles which indicate regular employees.

Casual employees will be paid out for any wages, straight time and overtime, as well as any other payments due to the employee, along with a Record of Employment within one (1) week of the last day the employee works.

A Casual employee will only be utilized for absences less than six (6) months. If the Employer continues to utilize a casual employee beyond six (6) months, this employee will be considered a Term Certain Employee and will receive all rights and entitlements as outlined in the Collective Agreement.

8.02 Volunteers

Individuals who are volunteers will not be considered employees for the purposes of this Agreement and will receive no pay. Volunteers will not be used in a manner which results in the layoff of an existing permanent employee; or the loss in normal working hours for an existing permanent employee.

ARTICLE 9 - SENIORITY

9.01 Definition of Seniority

- (a) Seniority shall be defined as the length of an employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article.
- (b) Notwithstanding anything however, each employee in the bargaining unit, on the effective date of this Agreement, April 19, 2018, shall be given credit for continuous service for the entire time period between their last date of hire by the Employer and the effective date of this Agreement, April 19, 2018, and such continuous service shall apply for all purposes under this Agreement.

9.02 Calculation of Seniority - General

(a) Seniority Calculation

Seniority shall be calculated as the elapsed time from the date an employee is first employed by the Employer within the bargaining unit, unless the employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the Employee returns to work following the last break in their seniority.

(b) Determining Seniority for Employees Hired on Same Day

When two (2) or more employees commence work with the Employer on the same day, their relative seniority shall be determined by issuing a random number to each employee

(c) Seniority Accrual When Absent from Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any employee who is absent from work due to layoff; paid holidays; floating holidays; lieu days, banked overtime taken as time off work; vacation; any leave of absence including, but not limited to, with respect to illness, injury, maternity and/or paternity leave, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work, subject to the provisions of Clause 9.02(d) below.

(d) Payment of Union Dues to Preserve Seniority Accrual When Absent from Work

If an employee continues to accrue seniority under this Agreement during any absence from work, such employee must continue paying union dues, fees, assessments and/or levies directly to the Union pursuant to this Agreement during such absence, if these payments are not otherwise made by deduction at source in accordance with the applicable provisions of Article 6. If the employee does not

continue to make such payments, and a waiver is not granted by the Union, then such employee shall lose all accumulated seniority and employment shall be terminated.

9.03 Calculation of Seniority – Full-Time Regular-Employees

Regular employees shall accrue seniority under this Agreement in accordance with Clause 9.02(a) above and all other applicable provisions of this Agreement.

9.04 Calculation of Seniority - Probationary Employees

Probationary employees shall not accrue any seniority until such time as they successfully complete their probation period per Article 13, in which case they shall be granted seniority, in accordance with the applicable provisions of this Article, retroactively from their last date of hire.

9.05 Service Outside the Bargaining Unit

- (a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement.
- (b) Upon a decision by the Parties or the Labour Relations Board of British Columbia, or any of its successors, that a person and a job previously excluded from the bargaining unit shall henceforth be included in the bargaining unit, the person involved, at their option, may be granted seniority credit for some or all of the period of the exclusion, provided it is approved by the Union and provided the person exercises such option in writing to the Union within thirty (30) calendar days of the date of entry into the bargaining unit. Seniority achieved under this Clause 9.05(b) shall not be used to secure any promotion in accordance with Article 14 during the first six (6) months from the date of entry into the bargaining unit; or to exercise any bumping rights under Article 19 during the first twelve (12) months from the date of entry into the bargaining unit.
- (c) An employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed three (3) consecutive months from the date of commencement of such work, subject to the provisions of Clause 9.02(d) above. Upon expiry of this time limit, and continuation in the position outside of the bargaining unit, the employee shall lose all seniority accumulated under this Agreement. An employee shall only have the right to accrue seniority under this Clause 9.05(c) while working outside the bargaining one (1) time in any twelve (12) consecutive month period.

9.06 Application of Seniority

- (a) The Parties recognize job security shall increase in proportion to length of seniority as herein defined.
- (b) The Parties recognize access to job ~~and training~~ opportunities shall increase in proportion to length of seniority, subject to the job selection criteria contained in Clause 14.05.
- (c) The senior employee, in terms of superior length of seniority, shall be entitled to preference with respect to days and shifts to be worked, and to days to be taken off work including, but not limited to, rest days; lieu days; banked overtime taken as time off work; vacation; and leaves of absence under this Agreement.

9.07 Loss of Seniority

An Employee shall lose their seniority only in the event:

- (a) the employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) the employee voluntarily terminates (resigns) employment in accordance with this Agreement or abandons their position and does not revoke such voluntary termination within seventy-two (72) hours;
- (c) the employee retires in accordance with the applicable provisions of this Agreement;
- (d) the employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off for more than one (1) year;
- (e) the employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement;
- (f) the employee fails to maintain membership in good standing in the Union.

9.08 Seniority List

- (a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, job group, designated permanent headquarters, pay level, and seniority date of each employee in the bargaining unit.
- (b) The seniority list described in Clause 9.8(a) above shall be posted by the Employer, on a bargaining unit wide basis, at six (6) month intervals and a copy shall be given to the Union.

- (c) Publication of the seniority list, as prescribed by Clause 9.8(b) above, shall not prejudice the right of any employee, or the Union to allege at any time, improper seniority calculation or credit and to seek correction.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

10.01 Grievance Processing

The Parties to this Agreement are agreed it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. For the purpose of this Article the word "employee" when used, will be interpreted to refer to any employee of the Employer who is a member of the bargaining unit. The grievor shall be allowed the necessary time off, with pay, to attend grievance meetings with the Employer.

10.02 Grievance Defined

In this Agreement, unless the context otherwise requires, "grievance" means any dispute or difference between the parties to this Agreement concerning the discipline or dismissal of any employee or any dispute or difference between the Parties to the Agreement regarding the interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable. All grievances or disputes arising during the life of the Agreement shall be settled without stoppage of work and without strike or lockout.

10.03 Employer or Union Grievance (Policy)

Whether either Party to this Agreement disputes the general application, interpretation, operation, or alleged violation of any provision of this Agreement, either Party may initiate a policy grievance, in writing, within (30) thirty days of the date of becoming aware of the action or the circumstances giving rise to the policy grievance. It is understood that in the event an employee, for any reason, does not sign a complaint in accordance with Article 10.06, this will in no way restrict or limit the Union from raising a policy grievance, provided the Union adheres to the time limit in writing in accordance with this clause.

- a) The grieving Party, i.e. either the Union Representative or the Management Representative of the Employer, or their nominee(s), shall initiate same by letter. Within ten (10) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.
- b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 10.08 or 10.09.

Notwithstanding the above, an employee shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Article, any disciplinary action taken by the Employer.

10.04 Dismissal, Suspension Grievances

The Employer shall only dismiss or discipline an employee for just and reasonable cause. The burden of proof of just and reasonable cause shall rest with the Employer.

Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III, Article 10.07, at the option of the grieving Party, within ten (10) working days of the termination or suspension.

10.05 STEP I – Informal Complaint

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their Manager as soon as possible, and for the purpose of this clause not later than ten (10) working days from the date of the action which led to the complaint, dispute or misunderstanding. The job steward or Union Representative may attend at the option of the employee.

10.06 STEP II

Should a complaint be unresolved, the complaint becomes a grievance. The grievance will be submitted by the Union office to the Manager in writing, with a copy to the Executive Director not later than ten (10) working days from the date the complaint was first raised at Step I.

The Manager will meet with and discuss the grievance as required with the job steward, the grievor, and/or Union Representative and render a decision in writing to the Union office with a copy to the job steward and the Executive Director or an appointed nominee within ten (10) working days of the date of referral to Step II.

10.07 STEP III

A grievance not settled at Step II may be referred in writing by the Union to the Executive Director, or an appointed nominee, within ten (10) working days of the Employer's decision at Stage II.

The grievor(s), and job stewards(s), shall attend this stage of the grievance procedure.

Within fifteen (15) working days of receipt of the Union's referral to Step III, the Executive Director or an appointed nominee will discuss the grievance with a representative of the Union.

Within twenty (20) working days of the receipt of the Union's referral to Step III, the Executive Director or an appointed nominee will submit their decision to the Union in writing.

Within fifteen (15) working days of receipt of the written reply at Step III, the Union may refer the grievance to arbitration as set out in Article 10.08 or 10.09.

10.08 Arbitration Procedure

- a) Any grievance which has been processed through the relevant steps of the grievance procedure without being settled may be submitted to a single arbitrator.

The Parties to the dispute will thereupon decide on the appointment of an Arbitrator within ten (10) days of such notice. The Parties shall choose one (1) of the Arbitrators from the list defined below, by random draw, subject to the availability of the selected Arbitrator to hear the grievance within the time limits specified.

Corrine Bell
Brian Foley
John Hall
Julie Nichols

This list shall be reviewed and amended if one of the arbitrators becomes unavailable or upon the expiry of the Collective Agreement, or, by mutual agreement at any time during the Collective Agreement.

- b) The Arbitrator shall be requested to render a decision within a period of one (1) month following their appointment. The arbitrator's decision shall be final and binding on both Parties to this Agreement.
- c) The Arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- d) Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

10.09 Grievance Mediation

The Parties may mutually agree to refer the outstanding dispute to the mediation process as follows:

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Corrine Bell, or a substitute agreed to by the Parties, shall at the request of either Party:

- a) investigate the difference;

- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

The facts of the matter in dispute shall be presented during grievance mediation by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.

Corrine Bell, or the substitute agreed to by the Parties, shall remain seized for the life of the Collective Agreement regarding the implementation, application or interpretation of any agreements arising from the operation of this Article.

10.10 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to expedited arbitration any matter properly submitted, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

- a) An Arbitrator shall be selected to hear the matter in dispute in accordance with the provisions of this Article.
- b) The facts of the matter in dispute shall be presented during expedited arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers.
- c) The decision of the arbitrator is without prejudice or precedence and shall not be referred to by either Party in any other, or subsequent proceedings.
- d) All other provisions of this Article with respect to arbitration and the arbitration process shall apply to expedited arbitration.

10.11 Time Limit Extension

Time limits specified in Article 10 are directory and may be extended by written mutual agreement between the two (2) Parties.

10.12 Disclosure of Information

The Parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance.

ARTICLE 11 – DISCIPLINE, DISCHARGE AND TERMINATION

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

11.01 Dismissal and Suspension

- a) In all cases of discipline, the burden of proof of just cause will rest with the Employer.
- b) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension and an employee will have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal will be forwarded to the Union within five working days. If the matter is grieved by the Union, or otherwise litigated in any manner, the Employer shall be limited to those grounds (reasons) specified in the disciplinary notice for the action(s) taken.
- c) A suspension of indefinite duration will be considered a dismissal under 11.1(b) above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as a dismissal grievance.

11.02 Right to Grieve Other Disciplinary Action

- a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.
- b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 14 (fourteen) months from the date it was issued provided there has not been a further infraction.
- e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.03 Right to Union Representation

- a) When the Employer interacts in any manner with any employee with respect to the, discharge or termination of an employee, or the potential discipline, discharge or termination of an employee, the Employer shall advise the Union office in advance, and at least one (1) Union representative or job steward must at all times be present. Such Union representative(s)/job steward(s) shall be given the full opportunity to present evidence, make representation and present, examine or cross-examine witnesses.
- b) An employee shall have the right to refuse to participate or to continue to participate in any interaction with the Employer which they believe ought to be subject to Union representation under this Article and such Union representation is not present. An Employee who exercises this right of "non-participation" shall not suffer any prejudice, penalty, discipline or other adversity as a result.

11.04 Notice of Disciplinary Action

The Employer shall advise an employee, in writing, of any disciplinary action taken including, but not limited to warning, reprimand, suspension, discharge or termination and the reasons in full for such action, at the time of taking any such action.

11.05 Time Off Work for Discipline Related Meetings

Employees, including job stewards, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the discipline, discharge or termination of any employee under this Agreement, shall be granted time off work by the Employer for this purpose and this time shall be deemed to be time worked.

11.06 No Demotion or Lateral Transfer as Discipline

The Employer shall not have the right to undertake the demotion or the lateral transfer of any employee as a disciplinary action except with mutual agreement of both Parties.

11.07 Work Now, Grieve Later Rule

Refusal or failure to comply with an order, directive or assignment that is unreasonable or otherwise improper shall not result in any discipline, discharge or termination.

ARTICLE 12 - PERSONNEL FILE AND PERFORMANCE ASSESSMENTS

12.01 Personnel File

- a) An employee, or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. On request, the Union representative shall be provided with copies of any relevant document, record or report contained in the employee's personnel file.
- b) The Employer may require up to five (5) working days' notice prior to giving access to such information.
- c) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

12.02 Performance Evaluations

- a) Written performance assessments shall be used by the Employer as a means of assisting in the training and development of employees or to bring to the employee's attention areas that require improvement.
- b) Where a formal evaluation of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay.
- c) The form will provide for the employee's signature in two places, one indicating that the employee has read and acknowledges the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation.
- d) An employee will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

12.03 Purging Personnel Files

All notices, letters or details which pertain to any form of discipline, or which otherwise reflects negatively upon an Employee or their employment, which are more than fourteen (14) months from the date it was placed on the employee's file, shall be removed from the file.

12.04 Compliance with Freedom of Information Legislation

The Parties shall comply with the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia.

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 Probation Period

- a) A new employee shall be considered on probation for six months from date of hire.

13.02 Employer Obligations During Probationary Period

- a) The Employer shall inform a probationary employee of the standards which they are expected to meet during the probation period; and shall also provide all appropriate training and orientation necessary to assist the new employee to meet these standards.
- b) The Employer shall inform a probationary employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the probationary employee.
- c) Either prior to, or upon expiration of, the probationary period or any extension of the probationary period, the Employer shall confirm the successful completion of probation by a new employee or otherwise dismiss the employee in accordance with this Article

13.03 Dismissal of Probationers

- a) The Employer may reject a probationary employee for just and reasonable cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Article 11.01 (Dismissal and Suspension) of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- b) A probationary employee shall have access to the grievance and arbitration procedures contained in this Agreement.

ARTICLE 14 - FILLING JOB VACANCIES

14.01 Definition of Job Vacancy

A job vacancy shall exist where there is work available as defined in this Agreement, and such work is within the scope of this Agreement. The filling, or not, of any such job vacancy shall be subject to the discretion of the Employer unless expressly provided otherwise by this Agreement.

14.02 Posting Job Vacancies

(a) Full-Time Regular

Except as expressly provided otherwise by this Agreement, all job vacancies for full-time regular positions as defined in this Agreement shall be posted, in paper form, by the Employer on a bargaining unit wide basis for fourteen (14) consecutive calendar days to give all eligible employees an opportunity to apply for the job vacancy(ies).

(b) Job Posting to Contain Pertinent Details

A job posting shall state all pertinent details of the job including, but not limited to, job title, job group, salary rate, hours of work, duties, qualifications, replacement or addition to staff or new position, any special conditions pertaining to the job vacancy, the closing date of the job posting and the date the job vacancy is to be filled. If a projected or actual end date for the job vacancy is known by the Employer, this information shall be included in the job posting or, if this information becomes known before the job vacancy is filled, all applicants shall be advised in writing before a successful candidate is selected by the Employer.

(c) Closing Date for a Job Posting

The closing date of a job posting shall be at least fourteen (14) calendar days from the date the Employer posted the job vacancy.

(d) Union to Receive Job Postings

A copy of all job postings shall be sent promptly by the Employer to the Union.

(e) Compliance with Job Posting Procedure

The Employer shall not, in any form or manner, hire or use any person from outside the bargaining unit with respect to any job vacancy within the bargaining unit which is subject to job posting under this Article, until such time as the Employer has complied fully with the job posting provisions of this Agreement, except to overcome

short-term operational requirements until the job selection process, as prescribed by Article 14, has been concluded.

14.03 Eligibility for Posted Job Vacancies

(a) All Employees Are Eligible After Probation Period

All employees who have completed their probation period per Article 13 shall be eligible to apply and be considered for any posted job vacancy.

(b) Eligibility of Laid-Off Employees

All employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall. The Employer shall provide such laid-off employees with a copy of all job postings sent by mail to their last known home address. It will be the responsibility of laid-off employees to keep their addresses current with WAVAW if they continue to be interested in a recall.

14.04 Filling Posted Job Vacancies

(a) Employer Is Responsible for Job Selection

The selection of employees under this Article rests with the Employer, subject to the grievance and arbitration provisions of this Agreement.

(b) Applicants to Be Acknowledged

The Employer shall acknowledge receipt of each internal application for a posted job vacancy and the internal applicants and the Union shall be advised of the name of the person selected to fill the vacancy.

(c) Interviews

The Employer shall conduct interviews with short listed applicants for posted job vacancy who meet the job selection criteria referred to in this Article. Paid time off work for such purposes shall be granted by the Employer. This Clause 14.04(c) shall not apply where the job vacancy is filled by an employee's return, in accordance with Clause 14.04(f)(ii) below, to a previously held position.

(d) Withdrawal of Applications

An employee may, by written notice, withdraw any application for any posted job vacancy, at any time prior to the date listed on the job posting, for filling of the job vacancy without incurring any penalty or prejudice.

(e) **Rights of Unsuccessful Applicants**

On request, the Employer shall give an unsuccessful applicant full reasons, in writing, explaining why the employee's application was not successful and the employee shall have the right to grieve the matter in accordance with the grievance and arbitration provisions of this Agreement.

(f) **Rights of Successful Applicants**

(i) **Moving into the New Position**

Where any employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the employee into the new position as soon thereafter as possible. If the employee is not moved after six (6) weeks from the effective date of the job vacancy referred to in the job posting, and the new position provides a higher salary, the employee shall be paid thereafter at the applicable higher rate for the new position.

(ii) **Limited Right to Return to Former Position**

Only if former position is not filled and without prejudice to the employee, an employee who has been selected to fill a posted job vacancy under this Article shall have the right, subject to their sole discretion, to return to the job and work location they held immediately prior to such change of position; provided this right is exercised by the employee within thirty (30) consecutive calendar days from the date upon which the employee actually starts work in the new position. If an employee elects to return to their former job and work location pursuant to this Clause 14.04(f)(ii), such employee shall be kept whole in all respects under this Agreement as if they had remained working in the former position and had not accepted the new position.

(iii) **Impact of Job Selection Grievance**

An employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue; however, shall be advised in a timely manner by the Employer about the existence and nature of the grievance. If, as a result of the grievance, such employee is removed from the position at issue, this person shall be returned to their former job and work location and shall be kept whole in all respects under this Agreement, as if he or she had not been awarded the job posting in question, unless the Employer and the Union mutually agree in writing to alternative arrangements.

14.05 Job Selection Criteria

(a) **No Discrimination or Favouritism**

The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate.

- (b) Preference in selection for vacant jobs within the bargaining unit shall be given to the most suitable applicant provided the employee meets the Employer's minimum requirements of the job. Suitability will be determined by such factors as performance, ability, skills, qualifications, lived experience, volunteerism at WAVAW and shall include consideration of an employee's performance on their current job. If these factors are determined to be relatively equal between applicants, then seniority will be the determining factor.
- (d) If there are no applicants within the unit who meet the qualifications then the Employer may fill the job vacancy by hiring outside the bargaining unit. Such outside hire must meet the qualifications for the job.
- (e) Selection Criteria to be Reasonably, Fairly and Consistently Established and Applied

It is understood and agreed that any knowledge, qualifications, skills and/or abilities which are established for any job must be related by the Employer reasonably, fairly and consistently to the major job duties to be performed as described in the job description, and any equivalencies must be applied in the same manner.

14.06 Promotion

- (a) Definition of Promotion

A move by an employee from a job in a lower job group to a job in a higher job group shall be defined as a promotion for all purposes under this Agreement.

14.07 Demotion

- (a) Definition of Demotion

A move by an employee from a job in a higher job group to a job in a lower job group with a lower maximum salary shall be defined as a demotion for all purposes under this Agreement.

14.08 Lateral Transfer

- (a) Definition of Lateral Transfer

Lateral transfer means a move to a new job which is neither a promotion, nor a demotion, as defined in this Agreement.

- (b) Use of Lateral Transfer

An employee shall only be transferred laterally on a voluntary basis or by the prior express written consent of the Union. Accordingly, lateral transfer shall not be used for disciplinary purposes under this Agreement without the concurrence of the Union.

ARTICLE 15 - SALARIES

15.01 Salary Scale

Salary scales for existing classifications will be paid in accordance with the salary schedule set out in Appendix "A".

15.02 Job Descriptions

The Employer agrees to provide a job description that clearly and specifically shall describe the basic responsibilities of each of the classifications established in this Agreement. Such descriptions, when developed, shall be attached as an appendix of this Agreement.

15.03 New or Changed Bargaining Unit Positions

- a) When the Employer establishes a new job within the bargaining unit, or materially modifies the content of an existing job, the Employer will provide the Union with the new or changed job description and the salary applicable.
- b) The Employer may fill a new or modified job prior to reaching agreement on the salary with the Union.
- c) The Parties will meet within fifteen (15) days to negotiate the salary for the new or modified job if the Union does not agree with the salary established by the Employer.
- d) If the Employer and the Union are unable to agree on a salary for the new or modified job, the matter of the salary will be referred to arbitration under this Collective Agreement.

15.04 Employees to be Paid Semi-Monthly

- (a) Employer to Pay Semi-Monthly

The Employer shall pay Employees on a semi-monthly basis for the life of this Agreement.

- (b) Calculating Hourly Rates of Pay

For conversion purposes only, hourly rates of pay are determined in accordance with Clause 22.01.

- (d) Pay Statements

The Employer shall provide employees pay statements on every semi-monthly pay period.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 Occupational Health and Safety

The Union and Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

16.02 Joint Occupational Health and Safety Committee

A Joint Union/Employer Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the Employer. One representative from each side shall serve as co-chairs. The Employer will provide the Committee with a person to be the recording secretary. The recording secretary will be responsible for the minutes and will not have a voice or vote on the Committee.

The Health and Safety Committee shall meet regularly at least once each month. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.

Minutes of all Health and Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Employer, the Union and the Workers' Compensation Board, and a copy shall be posted on the Union bulletin board. All recommendations and requests from the joint Health and Safety Committee shall be followed up by the co-chairs, who shall report thereon to the Committee.

The Union representatives on the Health and Safety Committee shall be entitled to five (5) days paid Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters.

16.03 Industrial First Aid Requirements and Courses

Where the Employer requires an employee to perform first aid duties, in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.

ARTICLE 17 - TRAINING AND EDUCATION

17.01 Employee Assistance

The Employer recognizes the importance and value of employees upgrading their education, knowledge and skills by private study and will assist, where deemed appropriate, in defraying the costs of certain courses and educational programs.

Employees may apply on an educational assistance form, prescribed by the Employer, for financial aid to undertake a course of outside training. The degree of financial aid assumed by the Employer will depend upon the circumstances involved.

17.02 Full Financial Assistance

Full cost of training (tuition fees, required textbooks and such other expenses as may be approved by the Employer) will be borne by the Employer where the training is at the instigation of management.

17.03 Training for New Products, Programs or Applications

The Employer will provide all training necessary for employees to become proficient regarding new products, programs or applications they will be required to service or utilize. Such training will be provided on the basis of ability and seniority, in that order, and during the employee's normal working hours.

17.04 Entitlement to Training and Education

- (a) The Employer, in accordance with its business needs, shall provide an employee with training to obtain the ability and/or knowledge necessary to enhance the employee's career or career advancement prospects with the Employer.
- (b) The Employer will provide in-house training opportunities to all staff and volunteers as the need arises and as funding permits.
- (c) In addition to in-house training, all regular employees, who have completed six (6) months of continuous employment, will be eligible for a professional development allowance as follows:
 - i) Full time employees are eligible for a maximum of four hundred dollars (\$400.00) per fiscal year to cover the cost for professional development and ten (10) paid professional development days per fiscal year to attend job-related classes, conference or seminars.
 - i) Part time employees are eligible for professional development and paid professional development days on a pro-rated basis according to the hours worked per month.

- ii) All professional development requests must be in writing and are subject to the approval of the Executive Director or designate. Such requests shall not be unreasonably denied.
- iii) Professional development funds must be used within each fiscal year and will not be carried over to the next year. Unused professional development funds will be forfeited.

17.05 No Discrimination or Favouritism

The Employer shall ensure, in providing employees with training and/or education opportunities under this Agreement, that no discrimination or favouritism affects any particular employee.

ARTICLE 18 - TRAVELING ALLOWANCES AND LIVING EXPENSES

18.01 Travelling Allowances

- a) An employee required by the Employer to travel by air will travel economy fare and will have their travel arranged through the Employer.
- b) An employee required by the Employer to travel to a location where an overnight stay is necessitated, will not be required to book or pay for any accommodation. The booking and payment for such accommodation shall be the responsibility of the Employer unless otherwise agreed to by the affected employee. Where arrangements are made between an employee and the Employer, the affected employee shall be fully reimbursed by the Employer. Where the employee so requests, the Employer shall book, and pay for, single occupancy accommodation.

18.02 Living Expenses

- (a) An employee required by the Employer to travel to a location, where an overnight stay is required, shall be entitled to reimbursement for up to fifty (\$50.00) dollars for meals for each full day of travel if receipts are provided based on the following guidelines:
 - a) Breakfast Ten dollars (\$10.00)
 - b) Lunch Fifteen dollars (\$15.00)
 - c) Dinner Twenty-five dollars (\$25.00)
- (b) An Employee required to travel in accordance with Clause 18.01(b) above shall also be reimbursed for un-receipted incidental expenses, exclusive of meal allowances, to a maximum of fifteen dollars (\$15.00) per day.

18.03 Travel Time

Each employee will have an originating location where an employee works from, which may include WAVAW's head office or off-site locations. All time spent traveling by employees, by any means of travel, in the course of their employment during their regularly scheduled hours of work, shall be deemed to be time worked for all purposes under this Agreement and shall be paid for by the Employer as follows:

- a) the employee's regular rate of pay for the first eight and three quarters (8.75) hours in a day; and
- b) one and one-half times (1.5 x) the employee's regular rate of pay in excess of (10) hours in a day.

Save and except that the time spent by an employee, on their standard working days, traveling directly between the work site and the employee's home.

ARTICLE 19 - LAYOFF, RECALL AND SEVERANCE

19.01 Application of Article

The provisions of this Article shall apply equally to all full-time regular employees but shall not apply with respect to full-time temporary employees, except as expressly provided otherwise by this Article.

19.02 Definitions

(a) Displacement

Displacement means the loss by an employee of their current position due to:

- i) a lack of work; or,
- ii) the introduction of new procedure including, but not limited to, technological change; or
- iii) being "bumped" in accordance with this Article.

(b) Layoff is:

- i) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization.

19.03 Notice of Displacement or Layoff to Union

(a) Due to Lack of Work or Being Bumped

The Employer shall provide the Union with a minimum of fourteen (14) calendar days' prior written notice when any full-time employee may be displaced or laid off due to a lack of work. This notice shall specify the anticipated effective date of the displacement or layoff and the number, job titles and work locations of employees who may be displaced or laid off. The fourteen (14) calendar days' advance notice period must have elapsed before the Employer provides any affected employee with the written notice, or pay in lieu of notice, prescribed by Clause 19.04 below

(b) Joint Impact Review Meeting

Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to this Clause 19.03, the parties shall convene a meeting within seven (7)

calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review shall include identifying those employees whom it is anticipated may or will be displaced or laid off.

19.04 Notice of Displacement or Layoff to Affected Employees

In the event that any employees are subject to displacement or layoff, the Employer shall provide these employees with prior written notice or pay in lieu of such notice in accordance with the following:

- minimum two (2) weeks for up to twelve (12) months
- three (3) weeks after twenty-four (24) months

and for each one (1) year of continuous service in excess of two (2) years, one (1) additional week to a total maximum of eight (8) weeks.

19.05 Employee Options

An employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) Accept training, in accordance with the following provisions:
 - (i) for qualifying for new jobs created by such changes;
 - (ii) for other vacancies with the Employer for which the employee is qualified;such training shall be offered in accordance with the job selection criteria referred to in Clause 14.05; or
- (b) accept placement in a vacant position in accordance with the provisions of this Article; or
- (c) exercise the bumping rights referred to in this Article; or
- (d) accept layoff, retaining the right to recall and to severance in accordance with this Article; or
- (e) accept severance in accordance with this Article.

The Employer shall provide an employee who is subject to displacement or layoff with full particulars with respect to all of the options described above which are available to the employee, under the circumstances, before the employee makes their selection. Any options which are offered and declined or which if accepted, cannot be exercised in full, shall not affect an eligible employee's right to select one (1) of the remaining options.

19.06 Placement in Vacant Positions

(a) Within the Bargaining Unit

Employees who are subject to displacement shall be offered vacant bargaining unit positions by the Employer, first within their work location, then on a bargaining unit wide basis within the remainder of the bargaining unit. Such placement in vacant bargaining unit positions shall be undertaken in accordance with the job selection criteria referred to in Clause(s) 14.05(a) to (d), inclusive, and employees thus placed shall be entitled to training in accordance with Clause 17.06. Eligible employees shall have the right to accept or reject any such placement by the Employer without suffering any penalty or prejudice. With respect to such placement, the Union agrees to waive the job posting requirement under Article 14.

(b) Outside of the Bargaining Unit

(i) Optional Reassignment

Employees who are subject to layoff shall have the right to accept or reject reassignment by the Employer to any positions outside of the bargaining unit which may be offered to these employees by the Employer. Such reassignment to vacant positions outside of the bargaining unit shall be undertaken in accordance with the job selection criteria contained in Clause(s) 14.05(a) to (d), inclusive, and employees thus placed shall be entitled to training.

(ii) Application of Agreement

In the event that an employee who is subject to layoff accepts reassignment in accordance with Clause 19.06(b)(i) above, such employee shall continue to be subject to the provisions of this Article for so long as he or she has a right of recall or a right to return to a former position in accordance with the applicable provisions of this Article; and the employee's seniority shall continue to accrue for all purposes under this Agreement, for so long as the employee has these rights, providing the employee continues to pay their Union dues as prescribed by this Agreement.

19.07 Bumping Rights and Procedure

(a) Definition of Bumping

Bumping means the process by which an eligible employee who is subject to displacement or layoff may obtain a position and continued work by replacing, or "bumping", of an incumbent employee in accordance with the provisions of this Article. An employee who is thus replaced shall be deemed to be "bumped" from their position.

(b) Bumping Rights

All employees who are subject to displacement shall have bumping rights under this Article and these rights shall apply equally to any employee who is bumped in accordance with this Article.

(c) Bumping Process

- (i) An employee who is subject to displacement shall have the right to displace or "bump" an employee with less seniority in any position or job in the bargaining unit, providing that they have the ability to perform the work, given a reasonable orientation period.
- (ii) For the purposes of this Article, ability to perform the work shall automatically be deemed to be demonstrated in respect of a given position or job where a person has worked in that position or job, or any predecessor or derivative of that position or job, for a total period of at least six (6) months at any time during the preceding two (2) years.

(d) Bumping Preference List

(i) Bumping Preference List Issued by Employer

In accordance with Clause 19.05 above, the Employer shall give each employee who is subject to displacement a list of bumping options. Each bumping option thus provided by the Employer shall include the job title, job group, permanent headquarters and salary rate or range for each prospective job.

(ii) Bumping Preference List Returned by Employee

An employee who is issued with a bumping preference list by the Employer in accordance with Clause 19.07(d)(i) above shall have seven (7) calendar days from the date of receipt of this list to indicate their bumping preferences to the Employer, in order of priority, from highest to lowest. The employee's bumping preference list may include jobs not included in the bumping options provided by the Employer.

(iii) Employee Failure to Provide Bumping Preference List

If an employee who is subject to displacement fails to provide the Employer with their list of bumping preferences within the seven (7) calendar day period prescribed by Clause 19.07(d)(ii) above, such employee shall forfeit the right to bump; however, such employee shall retain his or remaining options under Clause 19.05 above. The seven (7) calendar daytime limit stipulated by this Clause 19.07(d)(iii) shall apply unless an extension is mutually agreed between the Employer and the Union.

(e) **Bumping Based on Preference List**

In order of seniority, from highest to lowest, the Employer shall grant employees who are subject to displacement their proper bumping preferences, in order of priority, from highest to lowest, in accordance with each employee's bumping preference list as described in Clause 19.07(d)(ii) above.

(f) **Inability to Bump**

If an employee who is subject to displacement elects to exercise their bumping rights pursuant to Clause 19.05(c) above, but such employee is unable to secure a job by bumping, such employee shall retain their remaining options under Clause 19.05.

(g) **An Employee Who Is Bumped Has Bumping Rights**

An employee who is bumped pursuant to this Article shall in turn have the right to bump an incumbent employee in accordance with this Article.

19.08 Right to Return to Former Position(s)

(a) **Right of Return to Former Position(s) for One (1) Year**

An employee who is displaced or laid off from any position in accordance with this Article shall have the right, for a period of one (1) year from the date of any such displacement or layoff, to return under Clause 19.05(e) to any position he or she held immediately prior to any such displacement or layoff, or any derivative of any such job. This provision shall apply equally with respect to a series of displacements, which may or may not culminate in a layoff, such that an affected employee shall have the right to return to each of the positions he or she held immediately prior to any displacement, including the last position held prior to any layoff, for a period in each case of one (1) years from the applicable date of each displacement or layoff.

(b) **Impact of Recall to Other Position(s)**

An employee who is displaced and laid off and who is subsequently recalled to work in accordance with this Agreement to a position other than any position held immediately prior to any such displacement, including the last position held prior to any layoff, shall retain their rights under Clause 19.08(a) above.

(c) **Waiving Right to Return to Former Position(s)**

An eligible employee may at any time waive their right to return to any former position in accordance with this Clause 19.08, without penalty or prejudice, in which

event such Employee shall maintain his or current position and work location or layoff status, as the case may be.

19.09 Recall

(a) Recall Period – One (1) Year

An Employee who is displaced and laid off under this Agreement shall have the right, for a period of one (1) year from the date of such employee's last being laid off, to be recalled to work in accordance with the applicable provisions of Article 19. Such recall to work shall be based upon a laid off employee exercising their rights under Article 19 to apply for posted job vacancies. The Employer shall provide the Union, in a timely manner, with a copy of the current recall list, and any change(s) thereto, which information shall include, but not be limited to, the following with respect to each person with subsisting recall rights under this Agreement: employee name; employee seniority date; job title, job group and work location of position held immediately prior to any displacement and the effective date of such displacement; job title, job group and work location of each job attained either by placement, bumping or otherwise subsequent to any displacement from the employee's original position and the effective date of the placement, bump or other applicable action in each case; and the employee's contact or mailing address for recall purposes.

(b) Notice of Recall

Notice of recall to an employee who has been laid off shall be made by registered mail to the employee's last known mailing address. A laid off employee is responsible for providing the Employer with their current mailing address. A copy of each recall notice shall be promptly provided by the Employer to the Union.

(c) Failure to Respond to a Recall Notice

If an employee who has been laid off is issued with a recall notice pursuant to this Clause 19.09 and fails to respond within fourteen (14) calendar days of receipt of such notice, this employee's name shall be removed from the recall list, unless the time period is extended by mutual agreement between the Employer and the Union or the employee concerned provides a reasonable explanation for their failure to respond in a timely fashion. In any event, the Employer shall have latitude with respect to application of the time limit prescribed by this Clause 19.09(c), which latitude the Employer expressly agrees must be exercised in a fair and reasonable manner taking into account any extenuating or other circumstances related to an untimely response to recall by any employee.

(d) Limited Right to Decline Recall

(i) Work Period of Less Than Three (3) Consecutive Months

A laid off employee shall not be required to return to work when recalled unless the employee's services are required for a period of at least three (3) consecutive months. Accordingly, such person shall retain all of their rights and entitlements as prescribed by this Article and this Agreement as if the recall refusal had never occurred.

(ii) **Right to Decline Job at Lower Pay Rate**

A laid off employee shall have the right to decline any recall to any job at a lower pay rate per Appendix "A" than the pay rate received by such person immediately prior to being laid off and placed on the recall list. Without limiting the generality of the foregoing, "pay rate" for the purposes of this Clause 19.09(d)(ii) shall be deemed to include "blue circle" salary protection arising under the applicable provisions of this Agreement. A laid off employee who declines a recall in accordance with this Clause 19.09(d)(ii) shall suffer no penalty or prejudice as a result. Accordingly, such person shall retain all of their rights and entitlements as prescribed by this Article and this Agreement as if the recall refusal had never occurred.

19.10 Seniority Accrual During Layoff

Seniority shall accrue for all purposes under this Agreement for any employee who is laid off in accordance with this Agreement for the duration of such layoff, subject to the provisions of Clause 9.02(d).

19.11 Benefit Entitlement During Layoff

(a) **For Laid Off Employees with Less Than Two (2) Years of Continuous Service**

All benefit plans coverage and benefits under this Agreement, shall continue for a laid off employee with less than two (2) years of continuous service for (2) two weeks following the date of their layoff and the Employer shall pay all costs for such continued entitlements. However, the laid off employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional benefit programs.

(b) **For Laid Off Employees with Two (2) Or More Years of Continuous Service**

All benefit plans coverage and benefits under this Agreement, shall continue for a laid off employee with two (2) or more years' of continuous service for (1) one month following the date of their layoff and the Employer shall pay all costs for such continued entitlements. However, the laid off employee shall be responsible for reimbursing the Employer on a monthly basis for the cost of any applicable premiums or contributions related to optional benefit programs. Thereafter, all such benefit plans coverage and benefits, including optional benefit programs but excluding entitlements shall be continued for the duration of the employee's recall

period (one year) under this Agreement, provided the laid off employee reimburses the Employer on a monthly basis for all costs for such continued entitlements.

19.12 Impact on Pay Rates

Employees who secure a position by placement or by bumping or by recall under this Article shall receive the rate of pay for that position per Appendix "A" and all other applicable provisions of this Agreement, except as follows:

a) Salary Treatment When Returning to Former Position

An employee who, in accordance with Clause 19.05(e)(1), returns to a former position after being displaced or laid off, in accordance with this Article, shall receive the rate of pay in such position to which the employee would be entitled to receive had they continued working in such position and not been displaced or laid off. Such employee shall thereafter be subject to all scheduled salary increases prescribed by this Agreement which are applicable to their position.

19.14 No Reduction in Hours of Work

It is agreed that there shall be no partial reduction of any hours of work for any employees in lieu of displacement or layoff, without the mutual agreement of the parties.

19.15 Employment Insurance

The Employer shall pay during the life of this Agreement all amounts required to be paid by the Employer under the Employment Insurance Act, or any successor legislation, in respect of all eligible employees.

19.16 Restrictions Concerning Layoff

Notwithstanding anything, the Employer specifically agrees all casual employees must be terminated before any full-time regular or term specific employee is displaced or laid off for any reason during the life of this Agreement; and the Employer further specifically agrees that during the life of this Agreement no casual employee shall be employed by the Employer while any full-time regular or term specific employee is laid off with a subsisting right of recall under this Agreement.

19.17 Severance Pay

All employees, except for casual employees, shall be eligible for severance pay in accordance with this Article and all other applicable provisions of this Agreement. The provisions of Article 8.01(e) shall govern the severance of casual employees.

19.18 Definitions

For the purposes of this Article, the following definitions shall apply:

- (a) "Service" shall be defined to be the length of continuous employment with the Employer which is recognized for seniority purposes under this Agreement.
- (b) "Week" shall be defined as four (4) working days for the purposes of calculating severance pay.
- (c) "Month" shall be defined to be four (4) applicable weeks for the purposes of calculating severance pay.
- (d) "Year" shall be defined as any consecutive period of three hundred sixty-five (365) days or, in the case of a leap year, three hundred sixty-six (366) days.

19.19 Severance Pay

Entitlements:

An employee whose employment is terminated by the Employer in accordance with this Agreement due to:

- (a) layoff;
- (b) retirement;
- (c) death; or
- (d) health conditions, upon voluntary application of the employee for severance which is approved by the Employer and the Union;

shall be entitled to severance pay as follows:

- (e) up to two (2) years of service - two (2) weeks' pay;
- (f) for each additional one (1) year, or portion thereof, of service - two (2) weeks' pay to a maximum of eight (8) weeks.

19.20 Severance Pay Rate

Severance pay shall be paid at the prevailing rate of pay of the employee at the time of termination of employment.

19.21 Severance Pay Options Upon Layoff

An employee who is laid off pursuant to this Article and who is thus eligible for severance pay under this Article shall be accorded the following options; once severance pay is accepted this indicates that the employee is breaking ties with the organization and will no longer be on a recall list

- (a) accept full severance pay at the time of the layoff; or
- (b) accept severance pay in bi-weekly installments; or
- (c) accept severance pay in full at any time during or at the conclusion of the recall period as defined in Article 19.

19.22 Notice of Layoff or Pay in Lieu

In addition to the severance pay referred to in this Article, an eligible employee shall be entitled to notice of layoff or pay in lieu of such notice.

19.23 Acceptance of Severance Pay

(a) Vested Entitlements

It is understood and agreed that at such time as an employee accepts severance pay in accordance with this Agreement, and the severance pay is paid in full, the employee's employment shall be terminated and such employee shall have no further rights or entitlements under this Agreement, except for the following:

- (i) continuation of any coverage the employee is entitled to receive, subsequent to termination of employment, under any of the benefit plans referred to in this Agreement; and
- ii) any other accrued benefits or entitlements not paid to the employee at the time of termination of employment.

(b) Vested Right to Grieve

An employee who is terminated in accordance with this Agreement shall retain the right to grieve, and the Union shall retain the right to grieve on such employee's behalf, any matter related to the employee's termination or to any vested right, entitlement or accrued benefit of the employee under the terms of this Agreement.

ARTICLE 20 - BENEFITS

20.01 Benefits

Eligible employees will be entitled to receive benefits as outlined in Appendix B. The Employer agrees to maintain materially the same level of benefits and benefit entitlements throughout the term of this Agreement. Appendix "B" of the Agreement will consist of the full and complete package on the benefits provided to the Union.

20.02 Cost Sharing of Benefits

The Employer will pay 70% of all premiums for the Benefit . Employees will pay 30%.

20.03 Benefit Changes

Where changes are contemplated to the existing benefits and benefit entitlements by the Employer, the Employer will meet with representatives of the Union to discuss the proposed changes.

20.04 Benefit Education

Both parties recognize the importance of the employees having a full understanding of the benefits available and their entitlement to those benefits. To assist in this education, the Employer undertakes to maintain a benefit pamphlet for employees. The Employer will consult with representatives of the Union to attempt to ensure that the pamphlet answers the major questions and concerns of the employees.

20.05 Change in Benefit Levels

If the premium or any other amount paid by the Employer for any employee benefit provided for in this Agreement is reduced as a result of any legislative action, the amount of the saving, in full, shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties, failing which the matter shall be subject to the grievance and arbitration procedures contained in this Agreement, commencing at Stage II of the grievance procedure.

20.06 Vision Care

Per benefit package at Appendix "B"

Employees are covered for an annual eye examination by an ophthalmologist or optometrist of their choice for one hundred dollars (\$100.00) once every twenty-four (24) consecutive months based on date of the first paid claim.

Employees are covered in the amount of two hundred and fifty dollars (\$250.00) per twenty-four (24) consecutive months based on date of first paid claim for eyeglasses or contact lenses.

20.07 Direct Pay Drug Plan

Per benefit package at Appendix "B"

The Employer shall provide a mutually acceptable Direct Pay Drug Plan (DPDP) which will pay one hundred percent (100%) reimbursement for eligible prescription drugs directly to the pharmacist without any deductible but the employees will be responsible for the administration fee the pharmacy charges for submitting the claim on the employees' behalf.

ARTICLE 21 - MEDICAL CERTIFICATES AND EXAMINATIONS

21.01 Medical Certificates

- a) At the request of the Employer, an employee may be required to provide a medical certificate from a qualified medical practitioner for any absences due to illness or injury of four (4) days or more. The cost of obtaining such a certificate shall be borne by the Employer.

21.02 Medical Examinations

- a) Where the Employer is not satisfied that proper justification or reason for an employee's absence exists, or the Employer is not satisfied of an employee's ability to return to work or to continue to attend regularly at work, the Employer may require that the employee be examined by a medical practitioner selected by the Employer and the employee by mutual agreement and to provide a copy of a summarized medical practitioner's report to the Employer attesting to the medical condition of the employee.
- b) When the Employer requires an employee to submit to an examination under this clause, any resulting charge will be the responsibility of the Employer.

21.03 Confidentiality of Medical Information

The Employer, and any Union representative, who has access to medical information pertaining to any employee, shall ensure such information is maintained in strict confidence and is not to be used for any non-work-related purpose.

21.04 Leave of Absence

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation; such time shall be deemed to be time worked. During such leave of absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.

21.05 Leave for Medical Appointments

Employees shall be given a paid leave of absence of up to three (3) hours on each occurrence for medical appointments.

- a) Where possible, medical and dental appointments will be made outside of regular work hours.
- b) Where medical or dental appointments cannot be scheduled outside of regular working hours, sick time will be used.

ARTICLE 22 - HOURS OF WORK

22.01 Standard Working Hours and Days

a) Daily and Weekly Hours

The hours of work of all employees, except those otherwise specifically mentioned in this Agreement, shall be as follows:

- i) regular office hours will be 9:00 am to 5:00 pm.
- ii) standard hours of a workweek for full time employees shall be thirty five hours (35) per work week, achieved by working eight and three quarter (8.75) hours per day over a four (4) day period Monday to Friday inclusive.
- iii) full time employees will be scheduled for a thirty-five (35) hour week and have one (1) flex day off every week.
- iv) in addition, a full-time employee will be entitled to utilize one (hour) of their eight and three quarter (8.75) hours towards their personal wellness and use it at their discretion on a day to day basis.
- v) part-time employee is any employee who works less than full-time hours (35 hours per week).
- i) flex days will be staggered throughout the week based on seniority.

In the event there is a change in the hours of work under this clause and more than one employee is affected the Employer shall respect seniority in choice of shifts.

b) Time Free from Work between Shifts

The Employer shall ensure that all employees have a minimum of eight (8) consecutive hours free from work between shifts, except as expressly stated in Article 22.01 (c).

c) Hospital Accompaniment – On-Call and Out-Calls

- i) out-calls to the hospital performed during regular office hours, will be paid at straight-time rate for the actual time worked.
- ii) out-calls to the hospital performed after regular office hours will be paid at time and half (1.5) for the time an employee leaves to go to the hospital until the time that employee leaves the hospital.

- iii) employees who work on an on-call basis will receive four-point four (4.4) wellness hours for every sixty- four (64) hour shift of on call service. For on-call service, full-time employees will bank their wellness hours in their overtime bank, and casual employees will have it paid out.
- iv) wellness hours may be scheduled according to operational needs and approval.
- v) the Employer shall ensure that all employees working on an on-call basis will have a minimum of four (4) consecutive hours free from work between shifts.

22.02 Flextime

- a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
 - i) choose their starting and finishing times; and,
 - ii) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement.
- b) The workday for those employees on flextime will not exceed 10 hours.
- c) Flextime is different than an averaging agreement. Please see Appendix C for averaging agreements.

22.03 Rest Periods

The hours of work shall be inclusive of a thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute rest periods per day. These rest periods shall be in addition to any other work breaks or rest periods prescribed by this Agreement.

22.04 Lunch Periods

An employee shall be entitled to take an unpaid lunch period of one half (1/2) hour that will result in no employee working longer than five (5) consecutive hours, inclusive of the rest period stated in Article 22.02, without a lunch period.

22.05 Days of Rest

- a) Employees will be entitled to two (2) consecutive days of rest each calendar week. The standard days of rest will be Saturday and Sunday (unless otherwise agreed to by the Union).

- b) If the need arises for an employee to work on a day of rest, it is understood that the employee who agrees to work on a day of rest will be entitled to a day in lieu or hours in lieu, which will be mutually agreed upon by the Employer and the employee.

ARTICLE 23 - OVERTIME

23.00 Overtime

- a) Overtime must be pre-approved by the employees' supervisor, or their designate, prior to the commencement of the overtime; except in client emergency situations where the overtime will be reported to the supervisor, or their designate, following the shift in which the overtime was performed.
- b) "Overtime" means work authorized by the Employer and performed by an employee in excess of:
 - i) hours worked in excess of an eight and three quarter (8.75) hour day;
 - ii) hours worked in excess of forty (40) hours in a week.
 - iii) the maximum daily hours of those employees on flex time (10) ten hours:
or,
 - iv) the agreed averaging period.

23.01 Overtime Bank and Lieu Time Scheduling

- a) The Employer shall maintain an overtime bank for all bargaining unit members. Employees who work overtime may transfer, to an overtime leave bank, up to one hundred percent (100%) of the overtime hours earned, to be taken as time off in lieu of wages.
- b) Overtime leave will be subject to essential departmental requirements and will not be unreasonably denied.
- c) An employee must take all accrued time off before the end of the current fiscal year (by March 31st).
- d) Overtime leave must be taken prior to any leave of absence without pay, unless otherwise agreed by the parties. It will not take precedence over another employee's vacation leave.
- e) Overtime which remains in the overtime leave bank at the last date when it can be taken will be paid out at the prevailing hourly rate, within thirty (30) days.
- f) Upon termination of employment, the employee will be paid out for all unused overtime at the prevailing hourly rate.

23.02 Scheduled Overtime Defined

The Employer will use its best efforts to provide as much notice as possible in the scheduling of overtime, but in any event no less than eight (8) hours in advance of the commencement

of the overtime work to be performed, to those employees who actually work overtime. This work shall be deemed as scheduled overtime for the purpose of this Agreement.

23.03 Unscheduled Overtime Defined

Where an employee who is to work overtime is not advised at least eight (8) hours in advance of the commencement of the overtime work to be performed, such work shall be deemed to be unscheduled overtime for the purpose of this Agreement. The Employer shall notify affected employees for overtime no later than the second hour on the day the overtime is required.

23.04 Scheduling Overtime

All work which is to be performed on an overtime basis shall first be offered on a voluntary basis, subject to the following conditions:

a) **Distributing Scheduled Overtime**

Where the Employer has a requirement for overtime work to be performed, the Employer shall ask, in seniority order from highest to lowest, the employees who normally perform the available work if they want to work the overtime and those employees who accept shall thereby be scheduled in order of seniority to perform the overtime work. If the Employer is unable to secure sufficient personnel to meet the overtime work requirements, the Employer shall have the right to schedule employees in the reverse order of seniority, from lowest to highest, who normally perform the available work, and these employees shall perform the overtime work.

b) **Distributing Unscheduled Overtime**

Where the Employer has a requirement for the performance of unscheduled overtime, the Employer will assign the overtime in reverse order of seniority, from lowest to highest, employees who normally perform the available work and these employees shall perform the overtime work.

23.05 Overtime Compensation

Should an employee be required to work in excess of their normal scheduled hours as outlined in Article 22.01, the additional time worked may be used to reduce the amount of time worked in subsequent weeks, taken as time paid, or have it paid out as follows:

- i) for employees working in excess of an eight (8.75) hour workday, they will be compensated at the rate of one-and-one half (1.5) times for the next four hours and double time for all hours worked in excess of twelve (12) hours in a day.

- ii) an employee may request to have all overtime hours worked paid at one -and-one half (1.5) times.
- iii) the workday for those employees on flextime will not exceed ten (10 hours), if so and directed by Management or for a client emergency, employees will be compensated at the rate of one-and-one half (1.5) times the equivalent time off.
- iv) Thereafter, all hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one-and-one-half (1.5) times the equivalent time off.

23.06 Paid Time Off

It is understood that any employee who agrees to work overtime hours agrees to accept paid time off, at a mutually agreeable time, as compensation for such authorized overtime hours in accordance with Article 23.01, in lieu of overtime pay.

23.08 Rest Period After Overtime

Except for a client emergency, the Employer will ensure that each employee has at least eight (8) consecutive hours free from work between shifts. Where an employee returns to work before the expiration of the eight (8) consecutive hours, they shall receive time and a half (1.5)) for each hour worked between the return to work and the expiration of the eight (8) consecutive hours of rest. Except otherwise expressly stated.

23.09 Overtime Meal Provisions

Where an employee is required to work four (4) or more hours before or after their regular shift, a one-half (.5) hour unpaid meal period will be allowed and the employee will be provided with a meal at no cost or will be provided with a meal allowance of ten dollars (\$10.00).

23.10 Minimum Paid Periods

When an employee called into their workplace to work overtime, they will be compensated for a minimum of two (2) hours. The applicable clause may be invoked with respect to meal intermissions. An employee scheduled to work on their scheduled day off will be compensated for a minimum of four (4) hours at overtime rates; however, will not be compensated for time spent in travelling to and from their normal work location.

ARTICLE 24 - VACATIONS AND VACATION PAY

24.01 Annual Vacation

The annual vacation calendar will be from April 1 to March 31.

- a) Full-time employees will earn and receive annual vacation with pay and as set out below:

Date of hire to first (1st) anniversary

- i) an Employee who has completed less than twelve (12) months of service, as of their hire date, shall be granted one (1) working day for each full month of service from the first (1st) of any month, up to a maximum of ten (10) working days.
- ii) Employees who have completed more than one (1) year of service, from their date of hire, shall be entitled to the corresponding number of weeks of annual vacation as shown below:

Years of Service	Vacation Entitlement	Vacation Pay % Vacationable Earnings
1 year	twelve (12) working days	6%
2 – 4 years	sixteen (16) working days	8%
5-8 years	twenty (20) working days	10%
9 years or more	twenty-four (24) working days	12%

- b) Part-time employees will earn and receive annual vacation leave based on their number of continuous years of service.
- c) Part-time employees working on short-term projects, of less than one year in duration, are not entitled to vacation leave, but they will receive vacation paid at a rate of four percent (4%) of their total earnings for the duration of their employment. Vacation pay will be paid at the end of the project.

24.02 Payment of Vacation Pay Prior to Vacation

An employee who seeks to receive their vacation pay prior to the commencement of their entitled vacation time will be paid the applicable vacation pay provided the employee delivers an approved Request for Vacation form to the Employer's payroll department at least three (3) weeks prior to the commencement of their vacation.

24.03 Proration of Vacation Entitlement

An employee who is absent from work will not have their vacation entitlement reduced.

24.04 Vacation Selection

All vacation requests must be approved by the Employer and no more than twenty (20) days' vacation may be taken at one time, unless otherwise approved by the Employer.

- a) Vacation schedules and subsequent changes to vacation schedules, require the prior approval of the Executive Director or the applicable Designate. Approval of or changes to an employee's vacation schedule will not be unreasonable denied and are subject to operational requirements. Where conflicts arise between employees concerning vacation, subject to operational requirement, seniority will be the governing factor in arranging vacation schedules.
- b) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

24.05 Banking Vacations

- a) Employees may carry forward a maximum of ten (10) days' vacation credits to the following year provided it is taken by the end of the employee's anniversary year.
- b) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

24.06 Postponement of Scheduled Vacation

- a) An employee's period of vacation, once approved, will only be postponed by the Employer due to operational requirements; and such postponed vacation shall be rescheduled to a time mutually agreed by the Employer and the employee. An employee's scheduled vacation may only be postponed once by the Employer in any calendar year.
- b) The Employer will reimburse the employee for any direct costs incurred by the employee due to the postponement of a scheduled vacation at the Employer's request.

24.07 Call Back from Vacation

- a) Employees who have commenced their vacation shall not be called back to work, except by mutual agreement between the employee and the Employer, in which case the period of postponed vacation shall be rescheduled to a time mutually agreed by the Employer and the employee.

- b) In the event that an employee is called back to work from a vacation the Employer will reimburse the employee for any direct cost incurred as a result of the call back.

24.08 Paid Holiday Coinciding with a Day of Vacation

Where a paid holiday occurs during an employee's vacation, the provisions of Article 25.07 shall apply.

24.09 Overlap of Vacation with Leave(s) of Absence

When an employee is qualified for sick leave, family leave (bereavement, etc.) or any other approved leave of absence with pay during a vacation period, there shall be no deduction from their vacation credits for such leave. The period of vacation so displaced by the applicable leave of absence shall be taken at a time mutually agreed between the employee concerned and the Employer.

24.10 Termination of Employment

- a) On termination of employment, an employee will receive vacation pay in accordance with Article 24.02 less any pay actually received for vacation taken.
- b) On termination, an employee will be paid all vacation entitlements based upon the salary rate at the time the entitlements were earned.
- c) On termination, the Employer is entitled to repayment of any vacation pay advanced to an employee in excess of their entitlement and to deduct that amount from the employee's final pay.

ARTICLE 25 - PAID HOLIDAYS

25.01 Paid Holidays

- a) For the purpose of this Agreement, the following are acknowledged as paid Statutory holidays:
- | | |
|-----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Victoria Day |
| Remembrance Day | Canada Day |
| Christmas Day | BC Day |
| Boxing Day | Family Day |
- d) In addition to the above, the Employer will grant one-half (1/2) days leave in the afternoon of both Christmas Eve and New Year's Eve, where such days are normal workdays, for all employees at work on these days without loss of pay.
- e) The Employer observes International Women's Day (March 8) and International Transgender Day of Visibility (March 31) and will provide the day off with pay to its employees. Should employees be required to work on either of these observed days, they will be given a day in lieu and overtime provisions will only apply should the working day be longer than 10 hours.
- c) If any other public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be paid holiday for the purposes of this Agreement.

25.02 Holiday Pay

- a) All full-time employees shall be paid holiday pay equivalent to a normal day's work at straight-time rates regardless of which day of the week the holiday falls.
- b) All part-time employees shall receive a pro-rated percentage of their pay calculated at 1/5 of their average weekly workload for the month prior to the statutory holiday.

25.03 Holidays Falling on Saturday or Sunday

When a paid holiday falls on an employees' day off, the Employer shall observe the holiday on either the preceding workday or the succeeding workday.

25.04 Holidays Falling on a Day of Rest

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

25.05 Work on a Scheduled Statutory Holiday

- a) An employee who works on a scheduled statutory paid holiday (or day in lieu thereof) shall be paid one and one half (1.5x) their base hourly rate for the hours worked on that day, and the employee shall be given a day off work with pay in lieu of the holiday. Scheduling of the day off work in lieu of the holiday shall be by mutual agreement between the employee and the Employer.
- b) A minimum of two (2) hours at one and one half (1.5x) the employee's base hourly rate will apply to any work on a paid holiday, or day in lieu.

25.06 Scheduling Work on Paid Holidays

- a) Where the Employer has a requirement for work to be performed on any paid holiday, or day in lieu, the Employer will, subject to the employees' ability to perform the work, offer the work to the employees who normally perform the available work in accordance with their seniority order from highest to lowest.
- b) If the Employer is unable to secure sufficient personnel to meet the work requirements on a paid holiday or day in lieu, the Employer may, subject to the employees' ability to perform the work, schedule employees who normally perform the available work to do the work in reverse order of seniority, from highest to lowest.
- c) The Employer will, except in the case of a bona fide emergency beyond its control, use its best efforts to give as much notice as possible to the employees affected prior to scheduling work on any paid holiday or day in lieu.

25.07 Holiday Coinciding with a Day of Vacation

For each paid holiday, or day in lieu thereof, which falls within an employee's vacation period, the employee shall be paid holiday pay and they shall receive one (1) extra day of paid vacation, to be taken in conjunction with the employee's vacation, or at another time mutually agreed between the Employer and the employee.

ARTICLE 26 - LEAVE OF ABSENCE

26.01 Pregnancy Leave

- (a) An employee who qualifies for pregnancy leave shall be entitled to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B.C..
- (b) No less than thirty (30) days prior to the commencement of the leave, the employee must notify their manager (or designate) of the start date for the leave, the number of weeks leave they intends to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- (c) Employees will notify the Employer at least four (4) weeks in advance of the date on which the employee intends to begin their leave of absence. An employee may alter, but only once, the date of commencement of their leave of absence by providing written notice to the Employer no later than two (2) weeks prior to the date they originally wished to commence their leave of absence. Should the employee suffer mental or physical illness as a result of pregnancy, they shall, on the recommendations of her physician, commence their leave of absence immediately.
- (d) Once the employee has commenced their leave of absence, they will not be permitted to return to work during the six (6) week period following the date of delivery unless the employee requests a shorter period.
- (e) A request for shorter period under subsection (d) shall be given in writing to the Employer at least one week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (f) Should the employee suffer mental or physical illness as a result of childbirth they may, upon presenting to the Employer a medical report from her physician, apply to the Employer for an extension of the sixty-one (61) weeks leave of absence, to a date recommended by the physician.
- (g) Where an employee gives birth, or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- (h) Where an employee has been granted pregnancy leave and is for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work

without pay, for a period specified in one or more certificates but not exceeding a maximum of six (6) weeks.

- (i) Employees desiring to return to regular employment following pregnancy leave shall notify the Employer at least thirty (30) days prior to the desired date of return or thirty (30) days prior to the expiry date of the maternity leave.

In special circumstances, an employee may request a return prior to six (6) weeks following the date of delivery. This request must be given in writing to the Employer at least one (1) week before the date that the employee indicates their intent to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.

- (j) On return from pregnancy leave, the employee will be reinstated in their former position and receive the same wage rate and benefits as they received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (k) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or parental leave.
- (l) When an employee on pregnancy leave fails to notify the Employer of their desire to return to work in accordance with (i) above, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulleting the job by:
 - (i) promotion of another employee from within the department or;
 - (ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.
- (m) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.

26.02 Parental Leave

- a) To request parental leave only, an employee must notify their manager in writing no less than 30 days prior to the commencement of the leave. The notice must include the start and end dates. An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the Employment Standards Act of B.C. as follows:
 - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of

the pregnancy leave taken unless the employer and employee agree otherwise;

- ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children;
 - iii) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning within 78 weeks after the child or children are placed with the parent.
- b) To change to an earlier return date, employees must notify their immediate manager (or designate) in writing no less than 30 days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.
 - c) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under Article 9.07 is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 26.02(a).
 - d) Any requests for this leave must be accompanied by legal documentation of the birth or adoption.
 - e) An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition.
 - f) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
 - g) The Employer will continue to pay the Employer's portion of the employee's benefit premiums while the employee is on pregnancy leave.

26.03 Adoption Leave

- (a) An employee who is adopting a child may, upon a minimum of four (4) weeks' written notice, request up to sixty-two (62) consecutive weeks, without pay, beginning within seventy-eight (78) weeks after the child is placed with the parent. An employee shall be entitled to extend the adoption leave by up to an additional five (5) weeks leave without pay, if it is certified by a medical practitioner, or the agency that placed the child suffers from a physical, psychological or emotional condition.

- (b) In order to be eligible for leave of absence under this Article, the employee shall be required to furnish the Employer proof of adoption(s).
- (c) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- (d) If the employee elects to continue to pay their share of the premium cost of the benefit plans, then the Employer will continue to pay the employer's portion of the benefit premiums while they are on leave.
- (e) When an employee on adoption leave fails to notify the Employer at least thirty (30) days prior to their intended date of return to work, or when an employee fails to return to work after giving notice, the employee's supervisor may elect to fill the resulting job vacancy without bulletining the job by:
 - i) promotion of another employee from within the department or;
 - ii) changing the status of the temporary employee who relieved the employee on adoption leave.

26.04 Bereavement Leave

- (a) Leave of absence with pay for five (5) working days shall be granted to an employee in each event of a death of a child, spouse, common-law spouse, same sex spouse, mother, father, mother-in-law, father-in-law, step-father and step-mother, brother, sister, brother-in-law, sister-in-law, step-sister, step-brother, grand-parent, guardian and any other person who lives with the employee or is publicly recognized as a member of the employee's family.
- (b) Leave of absence with pay for three (3) working days shall be granted an employee in the event of a death of a niece, nephew, aunt or uncle.
- (c) For any other relative, one (1) day with pay.
- (d) An additional two (2) days with pay shall be granted to employees who must travel, out of town, to attend to the funeral of any relative of the employee, or a relative of the employee's spouse.
- (e) To attend a funeral, employees shall be granted one-half days' pay to attend as a mourner or pallbearer.

26.05 Jury Duty

The Employer encourages employees to fulfill their civic responsibilities. Employees will be paid their base salary, less pay received from the court for those days participating in selection for or serving on a jury or attending as a witness in an Employer-related case. However, the employee will be required to show their supervisor the summons to participate in selection for or serve on a jury prior to the time they are scheduled to serve. After completion of jury duty, they must furnish the supervisor with evidence of having served on a jury for the time claimed.

26.06 Paid Sick Leave

a) Personal Sick Leave

- iv) Full Time employees shall earn sick leave credits at a rate of one and a half (1.5) days per month.
- v) Part-time employees shall earn sick leave credits at a pro-rated amount according to the hours worked per month.
- vi) Casual employees are not entitled to sick leave benefits.
- vii) Sick leave days can be accumulated up to a total of eighteen (18) days per starting from the first day of employment.
- viii) A maximum of ten (10) unused sick days, exclusive of the employee's annual entitlement, may be carried over to the next employment year, but not accrued beyond that employment year.
- ix) Accumulated sick leave may be used in the event of illness or disability of the employee or the employee's dependent child, or, in the case of critical illness, a member of the employee's immediate family who permanently resides with the employee.

b) Family Member Sick Leave

- i) Full Time employees shall be entitled to four (4) additional paid sick days to care for family members.
- ii) Part-time employees shall be entitled to paid family sick days at a pro-rated amount according to the hours worked per month.
- iii) Casual employees are not entitled to paid family sick days.
- iv) Family member sick leave does not accumulate from year to year and therefore may not be carried over to the next employment year.

26.07 Long Term Disability

If a qualifying illness or disability continues beyond the period covered by the employee's accumulated sick leave, the employee may, with the approval of the Executive Director or the applicable designate, be placed on medical leave without pay. At the employee's option, accrued unused vacation time may be used before transferring to medical leave status. Upon exhaustion of paid leave(s), the employee is eligible to apply for Employment Insurance benefits (Medical EI). After fifteen (15) weeks of allowed Employment Insurance benefits, the employee, is eligible to apply for long term disability benefits.

26.08 Personal Leave

In an effort to acknowledge circumstances often encountered by employees to attend to responsibilities associated with moving, attending a wedding, to assist at a birth or adoption of a child in their "immediate family", or for the observance of holiday or tradition related to the employee's religion or cultural background, the following will apply:

- a) Full time employees shall be entitled to five (5) paid personal leave days to be taken in the calendar year.
- b) Part-time employees shall be entitled to paid personal leave days at a pro-rated amount according to the hours worked per month.
- c) Casual employees are not entitled to paid personal days.
- d) Personal leave days do not accumulate from year to year and therefore may not be carried over to the next employment year.
- e) Requests for personal leave days must be in writing, prior to the time requested and are subject to the approval of the Executive Director. Such leave requests shall not be unreasonably denied.

26.09 Military Duty

Employees who participate in activities related to the reserve component of the Canadian Armed Forces shall be granted leave of absence without pay for this purpose.

26.10 Workers' Compensation Leave

An employee shall be granted a leave of absence by the Employer while on Workers' Compensation and such time shall be deemed to be time worked. During such leave of absence, the employee shall continue to accrue seniority, subject to the provisions of Article 9.

26.11 Compassionate Care Leave

This Article replicates the Compassionate Care Leave provisions of the BC Employment Standards Act and will be amended in accordance with the legislated changes to the Act.

- a) In this section, "family member" means:
 - i) A member of an employee's immediate family, and
 - ii) Any other individual who is a member of a prescribed class.
- b) An employee who requests leave under this section is entitled to up to eight (8) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after
 - i) The date the certificate is issued, or
 - ii) If the leave began before the date the certificate is issued, the date the leave began.
- c) The employee must give the Employer a copy of the certificate as soon as practicable.
- d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- e) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - i) The family member dies;
 - ii) The expiration of twenty-six (26) weeks or other prescribed period from the date the leave began.
- f) A leave taken under this section must be taken in units of one or more weeks.
- g) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsection (3) to (6) apply to the further leave.

26.12 Other Leaves of Absence

a) Leave Without Pay

- i) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are unusually compelling circumstances. Wherever possible leave of absence should be requested in writing at least three (3) weeks before the leave is to commence. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
- ii) In the event a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of premiums for Health Insurance coverage only. The cost of all other benefits shall be borne by the Employer during any leave of absence

granted. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

b) Education and Professional Development Leave

Upon the request of an employee, a leave of absence without pay may be granted for educational purposes up to a maximum of one (1) year. Such leave shall not be unreasonably withheld and may be renewed by mutual agreement.

c) Voting Leave

Any employee who is eligible to vote in any Federal, Provincial, Municipal, First Nations or other Aboriginal elections(s) or referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their vote. All employees will be paid at their regular rate of pay.

d) Special Leave – Unforeseen Circumstances

It is recognized that there may be cases where an employee may be prevented from reporting to work due to extreme weather conditions or unforeseen circumstances not directly attributable to the employee. In such cases, and where conditions warrant it, special leave with pay may be granted to an employee. Special leave shall not be unreasonably denied.

ARTICLE 27 - SECURITY OF BARGAINING UNIT WORK

27.01 Exclusivity of Bargaining Unit Work

Duties normally performed by employees within the bargaining unit will not be assigned to or be performed by non-bargaining unit employees.

ARTICLE 28 - MAINTAINING LABOUR RELATIONS

28.01 Adjustment Plan

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of members of the bargaining unit to which this Agreement applies, the Employer will comply with the relevant provisions of the Labour Relations Code.

28.02 Joint Consultation

- a) On the request of either Party, the parties shall meet as the need arises but no less than once every quarter or (3) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- b) The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.
- c) The Joint Consultation Committee shall be comprised of two (2) members appointed by the Employer and two (2) members appointed by the Union.

ARTICLE 29 - SAVINGS PROVISIONS

29.01 Government Action Affecting Agreement

- (a) If any article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:
 - (i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
 - (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree.
 - (iii) If mutual agreement cannot be reached, the matter may, at the option of either Party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.
- (b) Where legislation provides better terms and conditions of employment for any employee(s) than is provided for in this Agreement, such legislation shall apply and prevail.

29.02 Superior Terms and Conditions to Continue

Employees receiving wages, benefits, entitlements or other terms and/or conditions of employment superior to those provided in this Agreement, shall remain at the superior benefit level which was in effect on the effective date of this Agreement, until such time as such superior wages, benefits, entitlements or other terms and/or conditions of employment are surpassed by the provisions of succeeding Agreements.

29.03 Continuation of Existing Practices

Existing working conditions and practices, whether written or oral, which are not specifically referred to in this Agreement and which are not in conflict with any of its provisions and which have been established by custom and/or usage shall continue in full force and effect and shall not be altered during the life of this Agreement, except by mutual written agreement between the Employer and the Union.

29.04 Authority of Arbitrator

An arbitrator acting under this Article shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of their decision.

ARTICLE 30 - NO STRIKE OR LOCKOUT

30.01 No Strike or Lockout

The parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia.

30.02 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 strike or lockout as defined in the Labour Relations Code of British Columbia. Any employee thus failing to report for duty at the premises of the Employer shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

ARTICLE 31 - GENERAL PROVISIONS

31.01 Bonding

If the Employer requires any employee to be bonded, the cost of such bonding shall be paid for by the Employer.

31.02 Preparation and Distribution of the Collective Agreement

- a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees.
- b) Prior to printing any copy of this Agreement for distribution to bargaining unit employees, the Employer shall consult with the Union with respect to the design and format for the Agreement.
- c) The Employer agrees to explain fully the terms of this Agreement as to the rights, entitlements and responsibilities of all employees covered by this Agreement to all of its management and supervisory personnel who have any responsibility for any employees in the bargaining unit. The Employer further agrees that a copy of this Agreement shall be given to all such persons.

Article 32 - Duration of Agreement

32.01 Duration – 3 years

This Agreement shall be binding and remain in full force for the period from and including May 1, 2018 to and including April 30, 2021.

The following provisions shall take effect and be binding upon the Employer and the Union for a period commencing the first (1st) Day of May 2018 and ending the 31st of April 2021 SAVE AND EXCEPT as may be expressly required herein or as may be required from time to time by the statutes of British Columbia.

32.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining.

Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, give to the other Party written notice of its intention to re-open or amend this Agreement on its expiry date or on any day thereafter. The parties shall exchange particulars of desired changes to the Agreement not later than the date of the first meeting of negotiations.

32.03 Agreement to Continue in Force

- (a) Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

After the expiry date of this Agreement, and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised Agreement in making any matter retroactive in such revised Agreement.

- (b) **Exclusion of Operation: Section 50(2) and 50(3) L.R.C.**

The parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

The Parties hereto agree to the exclusion of the operation of Section 50, subsection (2) of the Labour Relations Code of British Columbia (in accordance with Section 50 (4) thereof).

- (b) The following memoranda attached to this Agreement are incorporated and form part of the Agreement unless specified in the memoranda:
- (d) Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

32.04 Letters of Understanding and Memorandums

- (a) Form Part of Collective Agreement – The Employer and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.
- (b) Copies to Union – The Employer agrees, to supply the Union, with signed copies of all Letters of Agreement, Memorandums of Agreement and Appendices, which form part of the current Collective Agreement.
- (c) Renewal all Agreements – Letters of Understanding, or Memorandums of Agreement, issued prior to the signing of this Agreement, shall remain in effect during the terms of this Agreement; and shall remain in effect from year to year until amended or withdrawn by mutual agreement of the parties.

Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part(s) of this Agreement. Such Letters or Memoranda shall contain appropriate references establishing effective dates. Where no terminating date is specified within the context the Letter or Memoranda shall continue in effect from year to year in the same manner as the body of the Agreement or until terminated by agreement of the parties. Letters or Memoranda of Understanding shall carry the signatures of the appropriately authorized Union and Employer Officers or Representatives.

32.05 Incorporated Documents

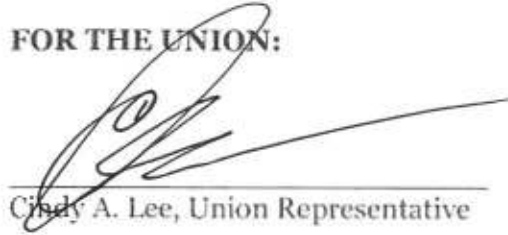
All appendices to this Agreement, all benefit plans referred to herein, and all Letters or Memoranda of Agreement or Understanding and/or any similar instruments signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein writing, and shall so apply.

32.06 Notification of Employer Policies and Procedures

The Employer agrees to advise the Union in writing of all policy and procedure instructions relating to matters covered by this Agreement. The Employer will not issue any policy and procedure instructions which are contrary to the terms and conditions of this Agreement, and it is recognized that all such policy and procedure instructions may be the subject of grievance pursuant to Article 10 of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands through their respective officers on the 19 day of February, 2020

FOR THE UNION:



Cindy A. Lee, Union Representative



Ashley Teja, Bargaining Committee



Natti Schmid, Bargaining Committee

FOR THE EMPLOYER:



Dalya Israel, Executive Director



Trina Prince, WAVAW Board Member



APPENDIX “A” – SALARY SCALE

WAGE RATE

Job Classification	Rates Per Hour - 2017	Effective May 1, 2018	Effective May 1, 2019	Effective May 1, 2020
		2.5% Increase	2% Increase	2% Increase
Victim Service Relief Worker	\$22.01	\$22.56	\$23.01	\$23.47
Office Manager	\$24.92	\$25.54	\$26.05	\$26.57
Indigenous Outreach Worker	\$26.01	\$26.66	\$27.19	\$27.74
Community Engagement and Inclusion Coordinator	\$26.01	\$26.66	\$27.19	\$27.74
Counsellor Level 1	\$26.01	\$26.66	\$27.19	\$27.74
Counsellor Level 2	\$26.53	\$27.19	\$27.73	\$28.29
Victim Service Worker Level 1	26.01	26.66	27.19	27.74
Counsellor Level 3	\$27.00	\$27.68	\$28.23	\$28.79
Victim Service Medical Support Worker	27.00	27.68	28.23	28.79
Volunteer and Educational Outreach Coordinator	\$27.68	\$28.37	\$28.94	\$29.52
Indigenous Program Coordinator			\$29.40	\$29.98
Fund Development Coordinator	\$28.12	\$28.82	\$29.40	\$29.98
Community Giving Coordinator	\$28.12	\$28.82	\$29.40	\$29.98
Victim Service Co-Ordinator	\$28.74	\$29.46	\$30.05	\$30.65

APPENDIX “B” – BENEFITS

Eligibility is defined in the Community Services Benefits Trust (CSBT) handbook. The full benefits package can be accessed online through claim secure. Below is a brief summary:

Extended Health

% Reimbursement of Eligible Expenses	Prescription Drugs	100%
	Hospital	100%
	Health Care Practitioners	100%
	Vision Care	100%
	Other Medical Expenses	100%
	Out-of-Province Medical Referral	100%
	Travel Insurance and Assistance (<i>Out of Province Emergency</i>)	100%
	Travel Cancellation Insurance	100%

Health Care Practitioners - Included

Maximums shown are per person per calendar year. Where certain practitioners are combined below, the fees of these practitioners are combined for purposes of satisfying the maximum indicated.

Practitioner	Maximum
Acupuncturist	\$500
Chiropractor (includes x-rays)	\$500
Massage Therapist/Orthotherapist	\$500
Naturopath	\$500
Physiotherapist/Physical rehabilitation Therapist	\$500
Podiatrist/Chiropodist (includes x-rays)	\$500
Psychologist/Social Worker/Registered Clinical Counselor (<i>amended September 1, 2018</i>)	\$1000
Speech Therapist	\$500

Dental Care - no deductible

- Basic Dental Care 100%
- Routine Dental Care 100%
- Major Restorative 50%
- Maximum Amount Covered – basic dental care, routine dental care and major restorative
 - Unlimited combined maximum per insured per calendar year

Vision Care

Eyeglasses – contact lenses and laser vision correction

- adults – maximum \$ 250 every 24 months
- dependent children – maximum \$150 every 24 months

Eye Examinations – one examination

- adults – every 24 months
- dependent children – every 24 months

Foot Orthotics

Casted, custom-made orthotics

- \$300 per calendar year

Hearing Aids

- \$500 every 36 consecutive months

Travel Insurance and Assistance

- \$5,000,000 per insured per trip
- Travel cancellation Insurance - Included

Health Spending Account

- Annual Maximum \$250 per employee or family
- Will follow a calendar year of January 1st to December 31

APPENDIX "C"



WAVAW
rape crisis centre

Averaging Agreement

Name: _____ Date: _____

Pay Period Start: _____ Pay Period End: _____

Statutory Holidays this period: _____

Due to the nature of our work, an Employee's daily and weekly hours of work may fluctuate. The Employee and WAVAW agree to the following terms that create a binding Averaging Agreement for determining the Employee's hours of work and entitlement, if any, to overtime wages during this pay period.

This form is due at the end of each pay period along with your timesheet (same pay periods for both).

You should fill out this form if you have worked extra hours this pay period. Specifically, if:

- a) you have worked additional hours outside of your schedule of your own choosing during a pay period to bank, referred to as **"Employee Generated"** hours. These cannot exceed 12 hours in a day or 40 in a week. They do not require special approval or manager signatures – just fill out the form and submit it to Yvonne at the same time that your Timesheet is due, or earlier.
- b) you have been asked to work hours outside of your regular schedule, referred to as **"Manager Generated"** hours. This requires a manager's signature on this form approving the hours before you submit it.

Additional hours worked/to be worked this pay period:

a) Employee Generated: _____

b) Manager Generated Hours: _____

You may either bank the Manager Generated Hours for a future pay period, have them paid out in this pay period, or some combination of the two:

Total banked (at 1.5): _____ Total paid out (at 1.5): _____

Manager Signature (Required before submitting):

Staff Signature: _____

Executive Director/Manager Signature:
(signed after form is submitted)

APPENDIX “C”



WAVAW
rape crisis centre

Averaging Agreement

What you should understand about entering into the averaging agreement:

In the event that overtime hours are anticipated (i.e. due to an upcoming event or deadline), WAVAW may request that a staff member to enter into a temporary averaging agreement for a period not to exceed 4 weeks. This agreement would allow the staff member to average their regularly scheduled work hours over a 1, 2, 3, or 4-week period, thus allowing the staff member more flexibility in the completion of their work over the averaging period.

For example:

- 1) A staff member working under a two-week averaging agreement may work 50 hours in one week and 30 hours in the next week.
- 2) A staff member working under a three-week averaging agreement may work 55 hours in the first week, 45 hours in the second week, and 20 hours in the third week.

Overtime pay will **NOT** be paid during an averaging period, unless the total number of hours worked over the duration of the agreement exceeds an average of 40 hours a week.

What you should understand about not entering into the averaging agreement:

All overtime must be pre-approved by your Manager or must be a client emergency which would then require an immediate communication regarding the need for the overtime.

This time would be paid out or banked at 1.5 times your regular rate.

Letter of Understanding #1

Working from Home (Telecommuting)

Both Parties recognize that working from home is sometimes beneficial when one is trying to work uninterrupted for a length of time. Both parties also recognize that when some employees are at home, additional stress is placed on those who remain in the office. Employees who wish to work at home during normal working hours must receive approval from the Executive Director or the applicable designate with advance notice. The type of work to be performed must be clearly identified, and the employee must be available during normal office hours for phone calls.

The Company shall involve the Union and provide the particulars of each tele-work arrangement and furnish an agreement to the Union.

Letter of Understanding #2

Domestic Violence and the Workplace

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that once there is verification from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

- a) The Employer agrees to grant an employee up to ten five (5) days of paid leave to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.
- b) Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.
- c) It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.

Letter of Understanding #3

REGISTERED RETIREMENT SAVINGS PLAN

The Company acknowledges and is interested, and of course sees the absolute value in supporting staff to plan for long term stability. The Company, in its attempt to provide a registered retirement savings plan, has identified its interest in taking part in the Common Good National Plan when it launches.

The Parties agree to reconvene discussions when the particulars of the Common Good National Plan is launched and enrollment may be initiated.

Notwithstanding the above, the Parties will agree to meet no later than June 30, 2019 to discuss the registered retirement savings plan, and/or the progression of the Common Good National Plan.

Letter of Understanding #5

Re: Floating Days – Holiday Season

In addition to Article 25.01, the employees may be entitled to receive two (2) paid floating days as a result of the office closing during the Christmas and New Year's break.

The scheduling of these days will be at the discretion of the Employer and these days will be granted by mutual agreement between the Employer and the employee.

These two (2) days will be taken at straight time.

Letter of Understanding #6

Summer Student Employment Program

The Employer is supporting the Canada Summer Jobs Program implemented by the Federal Ministry of Employment and Social Development Canada. In the program, students are encouraged and provided with information that will lend to them gaining skills, work experience and the abilities needed to transition successfully into the labour market.

To support this program, the Employer will be providing mentorship, feedback and guidance as students work in a practicum opportunity for WAVAW.

The Parties agree to the following in respect to the offering of "Summer Student Employment Program" at WAVAW.

1. The Company agrees to notify the Union in advance of any such practicum and will identify the following specifics:
 - a) Dates and duration of the practicum
 - b) Number of students
 - c) Names of the students
 - d) Work hours
2. Participating students shall not (1) replace; (2) displace; (3) delay the filling of a vacant budgeted/approved position in the bargaining unit; or (4) replace leaves of absence.
3. The duration of the practicum will range from eight (8) weeks up to twelve (12) weeks, working along-side employees up to four (4) days per week.
4. It is mutually agreed that any student hired for any Summer Student Employment Program shall not be covered or governed by the Collective Agreement then in force and effect between the Parties.
5. This Agreement may be cancelled by either Party providing thirty (30) days' notice and is without prejudice to either Parties' position regarding the offering of such placements.

