

COLLECTIVE AGREEMENT

Between

BC Civil Liberties Association

(hereinafter referred to as the "Employer")



And



(Canadian Office and Professional Employees Union, Local 378)

(hereinafter referred to as the "Union")

TERM:

July 4, 2024 to June 30, 2027

Table of Contents

Article 1 – General Agreement.....	8
1.01 No Other Agreement.....	8
1.02 Definition of Days and Weeks.....	8
1.03 Intent	8
Article 2 - Interpretation.....	9
2.01 Interpretation	9
2.02 Common Meaning	9
2.03 Headings	9
Article 3 – Management Rights	10
3.01 Management Rights.....	10
Article 4 - Union Security and Recognition.....	11
4.01 Union Recognition and Bargaining Unit Description	11
4.02 Bargaining Agent Recognition.....	11
4.03 Agreement Application	11
4.04 Union Cards and Forms.....	11
4.05 Assignments of Wage and Employee Information	11
4.06 No Discrimination for Union Activity	12
4.07 Work Jurisdiction	12
4.08 Union Bug	12
Article 5 – Union Representation	13
5.01 Union Representation.....	13
5.02 Leave of Absence for Union Business	13
5.03 Cooperation with Union Officers.....	13
5.04 Bargaining Committee.....	14
5.05 Union Access.....	14
5.06 Union Insignia	14
5.07 Communications – Union Bulletin Boards	14
5.08 No Discrimination for Union Activity	14
5.09 New Employee Union Orientation	14
5.10 Notification of New Excluded Jobs.....	14
5.11 Technical Information	14
5.12 Union and Employer Communications	15
5.13 Trainee Union Representative	15
Article 6 – Union Membership and Dues	16
6.01 Union Membership.....	16

6.02	Union Dues Authorization	16
6.03	Union Dues and Assessments Deduction	16
6.04	Remittance of Deductions	16
6.05	Record of Union Deductions (T4 Slips)	17
6.06	Information for New Employees	17
Article 7 – Personal Rights		18
7.01	Legislation.....	18
7.02	Non-Discrimination.....	18
7.03	Respectful Workplace	18
7.04	Respectful Workplace Complaints.....	19
7.05	Complaints Procedure	20
7.06	Personal Duties	21
Article 8 – Employee Categories.....		22
8.01	Employee Definitions	22
8.02	Volunteers and Pro-Bono Counsel	23
8.03	Co-Operative Education and Summer Students.....	23
Article 9 - Seniority		25
9.01	Definition of Seniority	25
9.02	Calculation of Seniority - General.....	25
9.03	Service Outside the Bargaining Unit	26
9.04	Application of Seniority	26
9.05	Loss of Seniority.....	26
9.06	Seniority List.....	27
Article 10 - Grievance Procedure and Arbitration		28
10.01	Grievance Defined.....	28
10.02	Grievance Processing	28
10.03	Employer or Union Grievance (Policy).....	28
10.04	Termination, Suspension Grievances	28
10.05	General Grievance Procedure	29
10.06	Arbitration	29
10.07	Expedited Arbitration	30
Article 11 – Discipline, Discharge and Termination		31
11.01	Termination and Suspension	31
11.02	Right to Have Job Steward Present	31
11.03	Notice of Disciplinary Action	31
11.04	Time Off Work for Discipline Related Meetings	31

11.05 No Demotion or Lateral Transfer as Discipline.....	32
11.06 Workload.....	32
Article 12 – Personnel File and Performance Assessment	33
12.01 Personnel File and Performance Assessments	33
12.02 Compliance with Freedom of Information Legislation	34
Article 13 – Probationary Employees	35
13.01 Probation Period.....	35
13.02 Employer Obligations During Probationary Period	35
Article 14 – Filling Job Vacancies.....	36
14.01 Posting Job Vacancies.....	36
14.02 Eligibility for Posted Job Vacancies.....	36
14.03 Filling Posted Job Vacancies	37
14.04 Job Selection Criteria.....	38
14.05 Promotion	39
14.06 Demotion	39
14.07 Lateral Transfer	39
Article 15 - Salaries	40
15.01 Salary Scale	40
15.02 Job Descriptions	40
15.03 New or Changed Bargaining Unit Positions	40
15.04 Employees to be Paid Semi-Monthly.....	40
Article 16 – Occupational Health and Safety.....	42
16.01 Occupational Health and Safety	42
16.02 Joint Occupational Health and Safety Committee	42
16.03 Occupational First Aid Requirements and Courses	42
Article 17 – Training and Education.....	43
17.01 Employee Assistance.....	43
17.02 Full Financial Assistance	43
17.03 Training for New Products, Programs or Applications	43
17.04 Entitlement to Training and Education.....	43
17.05 No Discrimination or Favouritism	44
Article 18 - Traveling Allowances and Living Expenses	45
18.01 Travelling Allowances	45
18.02 Travel Expenses	45
18.03 Travel Time	45
Article 19 – Layoff, Recall and Severance.....	46

19.01	Application of Article	46
19.02	Definitions	46
19.03	Notice of Displacement or Layoff to Union	46
19.04	Notice of Displacement or Layoff to Affected Employees	46
19.05	Employee Options.....	47
19.06	Placement in Vacant Positions	47
19.07	Bumping Rights and Procedure.....	48
19.08	Right to Return to Former Position(s)	49
19.09	Recall.....	50
19.10	Seniority Accrual During Layoff	51
19.11	Benefit Entitlement During Layoff	51
19.12	Impact on Pay Rates	52
19.14	No Reduction in Hours of Work	52
19.15	Employment Insurance	52
19.16	Restrictions Concerning Layoff	52
19.17	Severance Pay	53
19.18	Definitions	53
19.19	Severance Pay	53
19.20	Severance Pay Rate	53
19.21	Severance Pay Options.....	54
19.22	Notice of Displacement or Layoff or Pay in Lieu	54
19.23	Acceptance of Displacement or Severance Pay.....	54
Article 20	– Benefits	55
20.01	Benefits	55
20.02	Cost Sharing of Benefits.....	55
20.03	Benefit Changes	55
20.04	Benefit Education	55
20.05	Change in Benefit Levels.....	55
Article 21	– Medical Certificates and Examinations.....	56
21.01	Medical Certificates	56
21.02	Confidentiality of Medical Information.....	56
21.03	Leave for Medical Appointments.....	56
Article 22	– Hours of Work	57
22.01	Standard Working Hours and Days.....	57
22.02	Lunch Periods	57
22.03	Days of Rest	57

Article 23 – Overtime	59
23.01 Overtime	59
23.02 Overtime Bank and Lieu Time Scheduling.....	59
Article 24 – Vacations and Vacation Pay.....	61
24.01 Annual Vacation.....	61
24.02 Payment of Vacation Pay Prior to Vacation.....	61
24.03 Proration of Vacation Entitlement	61
24.04 Vacation Selection.....	61
24.05 Banking Vacations	61
24.06 Postponement of Scheduled Vacation	62
24.07 Call Back from Vacation.....	62
24.08 Overlap of Vacation with Leave(s) of Absence	62
24.09 Termination of Employment	62
Article 25 – Paid Holidays	63
25.01 Paid Holidays.....	63
25.02 Holiday Pay	63
25.03 Holidays Falling on Saturday or Sunday	63
25.04 Holidays Falling on a Day of Rest.....	63
25.05 Work on a Scheduled Paid Holiday	63
25.06 Scheduling Work on Paid Holidays	64
25.07 Winter Break Office Closure	64
Article 26 – Pregnancy and Parental Leave.....	65
26.01 General.....	65
26.02 Pregnancy Leave	65
26.03 Parental Leave.....	66
26.04 Pregnancy and Parental Leave Top-Up	66
26.05 Return to Work	67
Article 27 – Leave of Absence	68
27.01 Bereavement Leave.....	68
27.02 Jury Duty	68
27.03 Paid Sick Leave	68
27.04 Long Term Disability	69
27.05 Personal Leave	69
27.06 Workers’ Compensation Leave	69
27.07 Compassionate Care Leave	69
27.08 Gender Affirmation Care	70

27.09 Domestic or Sexual Violence Leave	70
Article 28 – Security of Bargaining Unit Work	71
28.01 Exclusivity of Bargaining Unit Work	71
Article 29 – Maintaining Labour Relations	72
29.01 Adjustment Plan	72
29.02 Joint Consultation	72
Article 30 – Savings Provisions	73
30.01 Government Action Affecting Agreement	73
30.02 Superior Terms and Conditions to Continue.....	73
30.03 Continuation of Existing Practices	73
30.04 Authority of Arbitrator.....	73
Article 31 – No Strike or Lockout	74
31.01 No Strike or Lockout.....	74
31.02 Right to Refuse to Cross Picket Lines	74
Article 32 – General Provisions	75
32.01 Preparation and Distribution of the Collective Agreement	75
Article 33 - Duration of Agreement	76
33.01 Duration.....	76
33.02 Notice to Bargain	76
33.03 Agreement to Continue in Force.....	76
33.04 Letters of Understanding and Memorandums	76
33.05 Incorporated Documents.....	77
33.06 Notification of Employer Policies and Procedures	77
APPENDIX “A” – SALARY SCALE.....	78
APPENDIX “B” – BENEFITS	79
Letter of Understanding #1.....	81
Letter of Understanding #2	82

Article 1 – General Agreement

1.01 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.

1.02 Definition of Days and Weeks

All references to “days” mean “working days”; references to “years” mean “calendar years” unless otherwise specified in the agreement.

1.03 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) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this agreement;
- (c) 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.

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.
- (b) 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.

Article 4 - Union Security and Recognition

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 BC Civil Liberties Association as described in a Certification issued to the Union on December 21, 2021.

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.

4.03 Agreement Application

This agreement shall apply to and be binding upon all employees of the Employer described in a Certificate issued to the Union by the Labour Relations Board on December 21, 2021, and shall continue to apply to the said Certificate as the same may be amended by the Labour Relations Board from time to time.

4.04 Union Cards and Forms

The Employer will inform new employees of their Union membership obligations. The Employer will provide Union membership cards and dues deduction forms to new employees for their completion and signing at the time of employee onboarding. The Employer will forward the executed documents to the Union as soon as possible, but in any event, within fifteen (15) calendar days of the employee's date of hire. Such forms will be provided to the Employer by the Union.

4.05 Assignments of Wage and Employee Information

- (a) The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union semi-monthly. The Employer will provide the following employee information to the Union upon request:
 - (1) name, address, and email address
 - (2) semi-monthly or bi-weekly salary
 - (3) job classification
 - (4) employee status
 - (5) date of hire

- (6) telephone number
- (b) In addition to the above, the Employer will provide the Union with any current information regarding members of the Union on:
 - (1) new hires
 - (2) terminations
 - (3) promotions
 - (4) demotions
 - (5) salary revisions
 - (6) address and name changes
 - (7) employees on extended leave of absence
 - (8) overtime worked (upon request from the Union)

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

4.06 No Discrimination for Union Activity

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

The Employer shall not participate in or interfere with the administration of the Union.

4.07 Work Jurisdiction

With the exception of pro bono counsel and students, contractors and/or volunteers shall not perform work regularly done by employees in the bargaining unit. The Employer reserves the right, as has been the practice in the past, to have non-bargaining unit personnel occasionally perform work that is also performed by bargaining unit employees. However, the Employer shall not extend such practice in any manner that would undermine the integrity of the bargaining unit and shall hire new bargaining unit employees and/or create or post new positions where it is justified by the volume of work. The Employer will not transfer to non-bargaining unit employees those functions which have been performed exclusively by bargaining unit employees.

4.08 Union Bug

The Union label shall be made available to the Employer. The privilege of using the Union label shall be extended to the Employer as long as this agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union Label shall be the official Union label as designated by the Union. The Union label shall remain the sole property of the Union.

Article 5 – Union Representation

5.01 Union Representation

(a) Union Representatives

- (1) 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 stewards and to notify the Employer immediately in writing of any changes in the designation;

(b) Rights of Job Stewards

The duties and responsibilities of job stewards shall include, but are not limited to, the following activities:

- (1) investigation of complaints, grievances, and/or disputes including the making of presentations to management as required subject to the provisions of article 10.
- (2) the transmission of Union bulletins and/or notices by posting on the designated bulletin board or other means of posting that are approved by the Employer such as email, which approval shall not be unreasonably denied.
- (3) participation in collective bargaining, and/or arbitration proceedings when directed by the Union.
- (4) participation in the administration of the Union as may be required for Union Executive meetings and job steward meetings.
- (5) briefing time prior to grievance meetings as set out in article 10 of this collective agreement.

5.02 Leave of Absence for Union Business

A leave of absence with pay shall be granted with no loss of pay or 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 Cooperation with Union Officers

The Employer will cooperate with officers, executive councillors, job stewards, and/or representatives of the Union in carrying out their Union responsibilities.

5.04 Bargaining Committee

A maximum of two (2) bargaining unit members shall serve on the bargaining committee at a time. To facilitate the administration of this article, when a leave of absence without pay is granted, the Employer will continue the Employee's normal salary, subject to timely reimbursement by the Union.

5.05 Union Access

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose related to the Union.

5.06 Union Insignia

- (a) A Union member shall have the right to wear or display jewelry (pins, etc.) bearing the recognized insignia of the Union.
- (b) One (1) Union Shop card, furnished by the Union, will be displayed to public view at the public entrances to Employer's premises.

5.07 Communications – Union Bulletin Boards

Bulletin board space shall be made available to the Union for posting of appropriate notices relative to meetings and general Union activities. The Employer will provide access to its mail distribution systems and electronic messaging systems for the distribution of such notices.

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.

5.09 New Employee Union Orientation

A new employee will be provided with a copy of the collective agreement; and will be introduced to their job steward as part of their orientation to the Employer.

5.10 Notification of New Excluded Jobs

The Employer agrees to advise the Union of all newly created management jobs, and confidential jobs, which are excluded from the bargaining unit.

5.11 Technical Information

The Employer agrees to provide the Union with available information relating to employees in the bargaining unit, as may be requested by the Union during collective bargaining.

5.12 Union and Employer Communications

The Union will be provided with a copy of any written, or email, correspondence issued to an employee, which expresses an opinion respecting the interpretation of this collective agreement, as it applies to that employee.

The Parties further agree to use e-mail for communications between the Parties when most practical to minimize the use of paper and promote conservation.

5.13 Trainee Union Representative

The Employer will grant an unpaid leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the time of the leave will be subject to departmental operating considerations;
- the Union will provide the Employer as much notice as reasonably practicable, but the minimum shall be one (1) month notice prior to the commencement of the leave;
- the period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer.
- The Employer shall continue to pay the Employee's salary as per article 5.04.

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.

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 *BC Human Rights Code*.

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, ethnic origin, colour, creed, national origin, Indigenous status, ancestry, 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, association or relationship with a person identified by one of the above grounds, perception that one of the above grounds applies or any other grounds under *BC Human Rights Code*.

7.03 Respectful Workplace

The Employer is committed to providing a work environment which promotes respect, safety, and accessibility. The Employer has zero tolerance to all forms of bullying, harassment, sexual harassment, discrimination and workplace violence and is supportive of the dignity, self-esteem and productivity of every employee.

Any form of harassment to bargaining unit members by employees, customers, students, contractors, lawyers, volunteers or other individuals associated with the Employer will not be tolerated.

For purposes of article 7, “workplace” is defined broadly and includes, but is not limited to, the actual work site (i.e. offices), virtual work environments, work related social functions, work-related assignments, conferences, training sessions and travel, and other work-related events.

Abuse of authority occurs when an individual uses authority or position with implicit power to undermine or maltreat others and/or to sabotage their work efforts.

Abuse of authority does not include disciplinary actions and/or the exercise of other management or supervisory activities resulting from an exercise of management rights provided that these duties will be carried out in an appropriate and judicious manner.

- (a) *Harassment* is defined as any hostile, offensive or obnoxious conduct, comment or gesture known to be unwelcomed or which a reasonable person would know to be unwelcome. It is a form of discrimination and can include behaviour such as demands, threats, gestures, innuendo, unwelcome remarks, jokes, slurs, display of offensive material, physical or sexual assault or taunting about a person’s body, clothing, habits, customs or mannerisms. Harassment can also include inappropriate or unwelcome focus or comments on a person’s physical characteristics and/or mental health. Harassment has the purpose or effect of creating an intimidating, hostile, abusive or offensive work environment.

- (b) *Bullying* is usually seen as acts or verbal comments that could “mentally” hurt or isolate a person in the workplace. Sometimes bullying can involve negative physical contact as well. Bullying usually involves repeated incidents or a pattern of behaviour that is intended to intimidate, offend, degrade or humiliate a particular person or group of people, which a reasonable person would know to be unwelcome.

Bullying behaviour does not include:

- Expressing differences of opinions.
 - Offering constructive feedback, guidance, or advice about work-related behaviour.
 - Reasonable action taken by an Employer or supervisor relating to the management and direction of workers or the place of employment (e.g. managing a worker’s performance, taking reasonable disciplinary actions, assigning work).
- (c) *Sexual harassment* is defined as any verbal, physical or visual conduct, comment, gesture, material or contact of a sexual nature that is likely to cause offence or humiliation to an employee, or that might reasonably be perceived by the employee as placing a sexual condition on employment, training or promotion, and which a reasonable person would know to be unwelcome. It may also include conduct against an employee because of sex, sexual orientation, gender identity or gender expression, where the comments or conduct is known or ought reasonably to be known to be unwelcome. It is additionally making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement.
- (d) *Workplace Violence* is characterized as the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury to the employee. Examples include, but are not limited to, threatening behaviour, verbal or written threats, verbal abuse, physical attacks, and other acts of physical aggressions, especially where such actions are meant to intimidate.

All respectful workplace complaints shall be dealt with in accordance with this collective agreement.

7.04 Respectful Workplace Complaints

- a) An employee with a complaint under this article is called the complainant and the person who they are making a complaint against is called the respondent.
- b) The complainant must follow the procedure in article 7.05.
- 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, director, job steward, or Union staff representative. 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 *BC Human Rights Code*.

7.05 Complaints Procedure

- a) An employee who believes they have a complaint under this article 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 appropriate action within ten (10) working days of receiving the investigator's report.
- f) The Employer will advise the respondent and the complainant in writing of the substance of the investigator's report and the recommendations and/or resolution of the complaint. The Union is to receive the full report.
- 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) Full-Time Regular Employee

Full-time regular employees are employees engaged on a permanent ongoing basis working forty (40) hours per week. These employees are entitled to all benefits outlined in this collective agreement.

(c) Term Certain Employee

A term certain employee is an employee hired by the Employer 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 one (1) year. These terms of one (1) year may not be extended without prior agreement between the Union and the Employer. The following are examples of term certain 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 as full-time regular employees during their term of employment. Term certain employees shall earn seniority.

If a term certain employee becomes a full-time regular 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.

(d) Casual Employee

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:

Article 13 – Probationary Employees;
Article 17 – Training and Education;
Article 19 – Layoff, Recall and Severance;
Article 20 – Benefits;
Article 23 – Overtime (shall be paid on each cheque and not banked);
Article 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.

(e) **Articled Students**

Articled Students are hired contingent on availability of grant funding. Articled Student's terms of employment shall be governed by Law Society requirements, including but not limited to vacation time, leaves of absence, and educational requirements.

Articled Students shall be covered by all of the terms and conditions of this agreement except:

Article 13 – Probationary Employees;
Article 17 – Training and Education;
Article 19 – Layoff, Recall and Severance;
Article 23 – Overtime;
Article 24 – Vacations;
and any articles which indicate regular employees.

Subject to hire-back funding available under the Law Foundation Public Interest Articling Grant, the Employer may exercise the option to hire back an Articled Student as a Term Certain Employee.

8.02 Volunteers and Pro-Bono Counsel

Individuals who are volunteers or pro bono counsel will not be considered employees for the purposes of this agreement and will not receive a salary. Volunteers or pro bono counsel will not be used in a manner which results in the layoff of an existing permanent employee; the loss in normal working hours for an existing permanent employee; the delay in filling a bargaining unit position; or the loss of overtime for work that is normally and customarily performed by existing employees.

8.03 Co-Operative Education and Summer Students

The Employer reserves the right to accept student placements at different times throughout the year to supplement the workforce. The use of Co-Operative Education and

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union Local 378)

and BC Civil Liberties Association

Term: July 4, 2024 to June 30, 2027

summer students shall not be used in a manner which results in the layoff of an existing permanent employee; the loss in normal working hours for an existing permanent employee; the delay in filling a bargaining unit position; or the loss of overtime for work that is normally and customarily performed by existing employees.

- (a) Co-Operative Education and Summer Students are placed subject to external funding contracts and are volunteers for the purposes of this agreement, regardless of whether the contract funding is paid through BCCLA or an external funder.
- (b) Co-Operative Education and Summer Student terms will not exceed six (6) months.

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, 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, 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. The employee whose number is drawn will be the senior 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 article 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.

9.03 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 article 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 article 9.02(d) above. An employee shall only have the right to accrue seniority under this article 9.03(c) while working outside the bargaining unit one (1) time in any twelve (12) consecutive month period.

9.04 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 opportunities shall increase in proportion to length of seniority, subject to the job selection criteria contained in article 14.04.
- (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.

9.05 Loss of Seniority

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

- (a) The employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) The employee voluntarily resigns employment in accordance with this agreement or abandons their position and does not revoke such voluntary resignation 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 twenty-four (24) months;
- (e) The employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this agreement; or
- (f) The employee fails to maintain membership in good standing in the Union.

9.06 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, and seniority date of each employee in the bargaining unit.
- (b) The seniority list described above shall be posted by the Employer, on a bargaining unit wide basis, at one (1) year intervals and a copy shall be given to the Union.
- (c) Publication of the seniority list, as prescribed by article 9.06(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 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.

10.02 Grievance Processing

- (a) 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.

10.03 Employer or Union Grievance (Policy)

If 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 article.

- (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 respective Parties 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 10.06 or 10.07.

10.04 Termination, Suspension Grievances

A termination or suspension grievance may be submitted directly to Stage II, article 10.05, at the option of the grieving Party, within ten (10) working days of the termination or suspension.

10.05 General Grievance Procedure

The Parties to this agreement agree that it is important to resolve complaints and grievances as quickly as possible. It is the intent that every effort will be made at each stage of the grievance procedure to resolve the grievance. Grievances must state the articles of the collective agreement it is alleged have been violated; and provide sufficient particulars so that the Party receiving the grievance may understand the grievance, and adequately investigate same. The Parties agree to provide each other, in a timely manner, with all of the relevant facts relating to the grievance.

Informal Grievance Resolution

If a matter arises, that might become a grievance, the affected employee will, if appropriate, endeavour to resolve the matter informally with their immediate supervisor. If the matter is not resolved to the employee's and/or the Union's satisfaction, the employee, or the job steward, may file a formal grievance.

Stage I

If a dispute cannot be informally resolved, a grievance shall be submitted to the applicable Department Director, or designate, by the job steward on behalf of the employee, in writing, with a copy to the Union not later than thirty (30) calendar days from the date the employee was advised of the event leading to the grievance

Within seven (7) calendar days of receipt of such Stage I grievance, the Department Director, or their designate will discuss the grievance jointly with the job steward and employee. The Department Director, or their designate, will render a decision in writing to the job steward with a copy to the employee, the Union, and the Executive Director, within fifteen (15) calendar days of the date of the discussion at Stage I.

Stage II

A grievance referred by the Union to Stage II will be in writing to the Executive Director.

Within fifteen (15) calendar days of receipt of the Union's referral to Stage II, the Executive Director will discuss the grievance with representatives of the Union.

Within fifteen (15) calendar days of the date of the discussion with the union representative, the Executive Director will submit the Employer's decision to the Union in writing.

Within thirty (30) calendar days of receipt of the Employer's decision at Stage II, the Union may refer the grievance to arbitration as set out in article 10.06.

10.06 Arbitration

- (a) All grievances submitted to arbitration shall be adjudicated by a single arbitrator. Within fourteen (14) days of notice to arbitrate being served under stage II above, or in accordance with other articles of the agreement, the Parties will attempt to agree on an arbitrator. Should the Parties fail to agree on the selection of an

arbitrator during this period, either Party may request the appointment of an arbitrator pursuant to Section 86 of the *Labour Relations Code*.

- (b) The arbitrator shall proceed as soon as practical to examine the grievance and the arbitrator shall render their judgment and decision, which shall be final and binding on the Parties, and upon any employee affected by it.
- (c) Each Party to this agreement will equally share the fee, expenses and disbursements of an arbitrator.
- (d) The arbitrator shall not be authorized to alter, modify or amend any part of this agreement.

10.07 Expedited Arbitration

- (a) The Parties may mutually agree to utilize the expedited arbitration procedures of this article on a case-by-case basis, as an alternative to regular arbitration under article 10.06 or expedited arbitration under section 104 and 108 of the *Labour Relations Code*. When the Parties agree to use this article, they shall also agree on an arbitrator to hear the matter.
- (b) The arbitrator shall hear the grievance and shall render a decision within ten (10) working days of such hearings. Such decision will be final and binding on both Parties. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Any grievance may be removed from the expedited arbitration process by either Party, at any time, prior to hearing and forwarded to a regular arbitration hearing.
- (f) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- (g) The use of legal authorities shall be limited to one (1) authority per side on any point of law. The Parties shall agree on the facts of each case, as much as possible, prior to the hearing; and each side's argument shall be limited to a maximum of fifteen (15) minutes, and the use of witnesses shall be limited as much as possible.
- (h) The Parties will mutually agree to procedures to apply to expedited arbitration.

Article 11 – Discipline, Discharge and Termination

In the event that the Employer initiates disciplinary action against an employee, the procedure outlined herein will be followed:

11.01 Termination and Suspension

- (a) In all cases of discipline, the burden of proof of just cause will rest with the Employer.
- (b) The Employer may terminate or suspend for just cause any employee who has completed their probationary period. Notice of termination or suspension will be in writing and will set forth the reasons for termination or suspension and an employee will have the right to have a job 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 termination will be forwarded to the Union within twenty-four (24) hours. If the matter is grieved by the Union, or otherwise litigated in any manner, the Employer shall be limited to those grounds specified in the disciplinary notice for the action(s) taken.

11.02 Right to Have Job Steward Present

- (a) An employee shall have the right to have a job steward present at any discussion with management personnel where discipline is to be taken or where the Employer is investigating a disciplinary matter which may lead to formal discipline. Where a director meets with an employee with the specific intent to investigate matters that may lead to discipline, or to administer discipline, the director shall notify the employee in advance of that meeting, in order that the employee may have a job steward present.

Where the foregoing pertains to a job steward, a union representative may be present.

- (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.

11.03 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.

11.04 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 with pay by the Employer for this purpose and this time shall be deemed to be time worked.

11.05 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.

11.06 Workload

The Employer agrees to make every reasonable effort to ensure that the workload is evenly distributed amongst employees on an equitable basis and that workload is not excessive recognizing that the nature of the Employer's funding and business may result in workloads that are higher on occasion.

Where an employee is unable to complete their work, or feels they have an excessive workload, they must immediately inform their supervisor and seek direction.

Where the Union has reason to believe that workload is not evenly distributed, or is excessive, the matter will be discussed for resolution before a grievance is initiated.

Article 12 – Personnel File and Performance Assessment

12.01 Personnel File and Performance Assessments

(a) Personnel Files

- (1) A personnel file shall be maintained by the Employer for each bargaining unit employee. Such a file may exist in hard copy and/or electronic form, and shall contain the following information (where applicable):

- letters of commendation.
- disciplinary documentation relating to incidents of culpable misconduct.
- factual information pertaining to the employee's work history, such as positions held, records of acting assignments, salary history, etc.
- documentation pertaining to the employee's work performance.

In addition to the above-noted information, other ancillary files may contain information concerning the employee's employment. The existence of any such ancillary files will be made known to the employee upon request.

- (2) It is the intent that the personnel file be kept current, and circumstances which require attention be brought forward without undue delay. A copy of all documents placed on an employee's personnel file, which are not of a routine administrative nature, will be provided to the affected employee at the time of filing;

- (i) An employee may make entries into their personnel file for any reason. A copy of any such entry shall be provided to the employee's director at the time of filing.

- (ii) Employee Access to Personnel Files and Ancillary File Employment Information.

An employee shall have the right to review information pertaining to them from their personnel or ancillary files at any time, upon reasonable notice. An employee may request, and shall receive a copy of, any employment record or document, pertaining to them, which is contained in their employment files.

- (iii) Union Access to Employee Information

The Union will have the same right of access to employment information as the employee.

- (iv) Performance Assessments and Reviews

Where a formal assessment of an employee's work performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provisions shall be made on the assessment for the employee to sign it. Such signature shall not be

evidence of agreement or disagreement with the assessment. A copy of the assessment shall be provided to the employee after they have signed it, and such assessment shall not be changed without the knowledge of the employee. An employee may initiate a grievance to resolve any dispute arising out of the assessment.

- (b) Personnel files will be kept confidential, and access will be given only to directors or the Operations Manager that require the information in the course of their duties.
- (c) The Employer agrees to remove, from an employee's personnel file, any adverse report, which is of a punitive nature, after eighteen (18) months provided no further such reports have been issued within that period.

All references to probationary notices will be removed from the employee's file after twelve (12) months have passed since the successful completion of the probationary period.

12.02 Compliance with Freedom of Information Legislation

The Parties shall comply with the provisions of the *Personal Information Protection Act of British Columbia*.

Article 13 – Probationary Employees

13.01 Probation Period

- (a) A new employee shall be considered on probation for ninety (90) days from date of hire.
- (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) The Employer will conduct at least one (1) performance evaluation during the probationary period. The review will consider factors such as:
 - attendance
 - punctuality
 - completing tasks
 - adhering to the expectations outlined in their job description
 - creating a safe and positive work environment
 - other performance issues that could reasonably be expected to affect work performance.

At the evaluation, the director will make the employee aware of needed improvements in performance or behaviour, the timeline for improvement to be demonstrated, and the consequences of unsatisfactory performance or behaviour.

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) All new employees, except temporary employees, will be considered probationary for up to the first ninety (90) days of employment, and the probationary period may be extended by mutual agreement between the Employer and the Union. Requests to extend the probationary period shall be in writing to the Union, with a copy to the employee and such notice shall be given during the thirty (30) day period prior to the completion of the ninety (90) day probationary period.

Article 14 – Filling Job Vacancies

14.01 Posting Job Vacancies

(a) Job Postings

Except as expressly provided otherwise by this agreement, all job vacancies shall be posted, in paper and electronic 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. Postings may be extended beyond the fourteen (14) days with written union approval.

(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. Postings may be extended by mutual agreement between the Union and Employer.

(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.

14.02 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

Collective Agreement: MoveUP (Canadian Office and Professional Employees Union Local 378)

and BC Civil Liberties Association

Term: July 4, 2024 to June 30, 2027

during their period of recall. The Employer shall provide such laid-off employees with a copy of all job postings sent by email to their last known home email address. It will be the responsibility of laid-off employees to keep their addresses current with the Employer if they continue to be interested in a recall.

14.03 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 a 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.

(d) Withdrawal of Applications

An employee may, by written notice, withdraw any application for any posted job vacancy prior to accepting the new position.

(e) Rights of Unsuccessful Applicants

On request, the Employer shall give an unsuccessful applicant full reason, 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

(1) 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.

(2) Limited Right to Return to Former Position

Only if the 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 article, 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.

(3) 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, unless the Employer and the Union mutually agree in writing to alternative arrangements.

14.04 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) Qualifications for vacancies will be determined by such factors as performance, ability, skills, and lived experience, and shall include consideration of an employee's performance in their current job. If these factors are determined to be relatively equal between applicants, then seniority will be the determining factor.

(c) 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.

(d) 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 by the Employer for any job must be related 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.

14.05 Promotion

Definition of Promotion

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

14.06 Demotion

Definition of Demotion

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

14.07 Lateral Transfer

a) Definition of Lateral Transfer

A move by an employee from one job to another within the same job group shall be defined as a lateral transfer.

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, or changed, shall be forwarded to the Union.

An employee required by the Employer to perform work temporarily in a higher job classification, other than their normal classification, for more than one (1) hour shall be paid the higher classification rate for all hours worked.

An employee required by the Employer to perform work temporarily in an excluded classification for more than one (1) hours shall be paid the higher classification rate for all hours worked.

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. Salaries will be based on comparable jobs and duties within the bargaining unit.
- (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 article 22.01.

(c) 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 that 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 article.

16.02 Joint Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established. It shall be composed of one (1) representative named by the Union and one (1) representative named by the Employer. 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 at least quarterly. 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 and the Union, and a copy shall be posted on the Union bulletin board. All recommendations and requests to the Employer from the Joint Health and Safety Committee shall be followed up by the Committee.

The representative for the Union 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 Occupational First Aid Requirements and Courses

Where the Employer requests an employee to perform first aid duties, in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational 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 with a demonstrated connection to the Employer.

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 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) Notwithstanding article 17.01, and in addition to in-house training, all regular employees, who have completed three (3) months of continuous employment, will be eligible for a professional development allowance as follows:
 - (1) Full time non-legal employees are eligible for a maximum of four hundred dollars (\$400) per fiscal year to cover the cost for professional development and five (5) paid professional development days per fiscal year to attend job-related classes, conferences, or seminars.
 - (2) Employees may choose to allocate any remaining portion of their professional development allotment set out in article 17.04(c)(1) to student loans at year end.
 - (3) Full time lawyers will be entitled to all costs related to the maintenance of their Law Society dues and practicing insurance. Full-time lawyers will also be entitled to five (5) paid professional development days per year,

and costs related to professional development, including to their Continuing Professional Development (CPD) credits, up to six hundred (\$600) dollars per year. Once the employee has achieved the required number of CPD credits, any remaining portion, up to four hundred dollars (\$400), may be allocated to their student loans at year end. All legal staff bear the responsibility of ensuring that the requisite number of CPD credits per year is achieved.

- (4) Where possible, full-time lawyers will endeavour to access courses free of charge to fulfill their CPD requirements, including by accessing available bursaries.
- (5) 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.
- (6) Professional development funds must be used within each fiscal year.

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 necessary 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 Travel Expenses

- a) Employees travelling in the course of work, or working away from their established/alternate headquarters will be reimbursed for reasonable meal expenses as set out below with the exception of work in the Lower Mainland:
 - (1) Breakfast – sixteen (\$16.00) dollars
 - (2) Lunch – twenty-two (\$22.00) dollars
 - (3) Dinner – thirty-seven (\$37.00) dollars
 - (4) Receipt required if total is higher than listed above.
- b) An employee required to travel in accordance with article 18.01(b) above shall be entitled to seventy-five (\$75.00) dollars per day for meals, and also be reimbursed for unreceipted incidental expenses, exclusive of meal allowances, to a maximum of eleven (\$11.00) dollars per day.
- c) Employees required to travel outside of the Lower Mainland for work-related purposes using their personal vehicle shall be reimbursed per kilometer, by the Employer, in accordance with the Canada Revenue Agency guidelines as amended from time to time.

18.03 Travel Time

Each employee will have an originating location where an employee works from, which may include the Employer's head office. 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 in accordance with article 23.

Save and except 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 Term Certain employees, except as expressly provided otherwise by this article.

19.02 Definitions

- (a) Displacement means the loss by an employee of their current position due to:
 - (1) a lack of work; or,
 - (2) the introduction of new procedure including, but not limited to, technological change; or,
 - (3) being bumped in accordance with this article.
- (b) Layoff means 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 the 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 article 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 article, 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:

- (a) minimum two (2) weeks for up to twelve (12) months of service

and for each additional year, or partial year, of continuous service in excess of one (1) year, two (2) additional weeks per year to a 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:
 - (1) to qualify for new jobs created by such changes;
 - (2) 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 article 14.04; 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 on a bargaining unit wide basis. Such placement in vacant bargaining unit positions shall be undertaken in accordance with the job selection criteria referred to in article 14 and employees thus placed shall be entitled to training in accordance with article 17. 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

- (1) 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 article 14.04 and employees thus placed shall be entitled to training.

(2) Application of Agreement

In the event that an employee who is subject to layoff accepts reassignment in accordance with article 19.06(b)(1) above, such employee shall continue to be subject to the provisions of this article for so long as they have 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, 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

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 can perform the work, given a reasonable orientation period.

- (1) 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

(1) Bumping Preference List Issued by Employer

In accordance with article 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.

(2) Bumping Preference List Returned by Employee

An employee who is issued with a bumping preference list by the Employer in accordance with article 19.07(d)(1) 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.

(3) 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 article 19.07(d)(2) above, such employee shall forfeit the right to bump; however, such employee shall retain their remaining options under article 19.05 above. The seven (7) calendar day time limit stipulated by this article 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 article 19.07(d)(2) above.

(f) Inability to Bump

If an employee who is subject to displacement elects to exercise their bumping rights pursuant to article 19.05(c) above, but such employee is unable to secure a job by bumping, such employee shall retain their remaining options under article 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 for One (1) Year

*Collective Agreement: MoveUP (Canadian Office and Professional Employees Union Local 378)
and BC Civil Liberties Association
Term: July 4, 2024 to June 30, 2027*

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 article 19.05(d) to any position they 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 they held immediately prior to any displacement, including the last position held prior to any layoff, for a period in each case of one (1) year from the applicable date of each displacement or layoff.

(b) Impact of Recall to Other Positions

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 article 19.08(a) above.

(c) Waiving Right to Return to Former Position

An eligible employee may, at any time, waive their right to return to any former position in accordance with article 19.08, without penalty or prejudice, in which event such employee shall maintain their 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 changes 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 or read receipt email to the employee's last known personal email address. A laid off employee is responsible for providing the Employer with their current mailing address, and their current

personal email 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 article 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 article 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

(1) 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.

(2) 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. A laid off employee who declines a recall in accordance with this article 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 article 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 two (2) 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 one (1) 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.

(c) 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 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 article 19.08(a), 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 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

Where possible, the Employer specifically agrees all casual employees must be terminated before any full-time regular employee is displaced or laid off for any reason and the Employer further specifically agrees that 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(d) 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 five (5) working days for the purposes of calculating severance pay.
- c) "Month" shall be defined to be four (4) 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:

- layoff;
- displacement;
- retirement upon proof of receipt of Canada Pension Plan (CPP);
- death; or
- 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:

- up to two (2) years of service - four (4) weeks of pay;
- for each additional one (1) year, or portion thereof, of service - two (2) weeks of pay per year to a maximum of ten (10) 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

An employee who is eligible for severance pay shall be given 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; 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 Displacement or 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 displacement or pay in lieu of such notice.

19.23 Acceptance of Displacement or 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:

- (1) 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
- (2) 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 minimally, 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 shall be responsible for one hundred (100%) percent of all benefit costs as outlined in Appendix “B”.

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 savings, 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.

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 Confidentiality of Medical Information

The Employer, 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.

21.03 Leave for Medical Appointments

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

Article 22 – Hours of Work

22.01 Standard Working Hours and Days

- (a) The Employer and the Union recognize that employees have responsibilities which require them to have flexibility in their work schedules to complete their work. For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given the authority by the Employer to flex their hours of work. The Parties therefore agree that flexible hours and work locations shall be maintained subject to operational requirements, and such arrangements shall be consistent with the following:
 - (1) Employees will work in office a minimum of 2 days per week unless otherwise agreed with their director.
 - (2) Regular hours worked shall not exceed 40 hours per week.
 - (3) Starting and finishing times for employees working a flexible work schedule shall be mutually agreed around a core period from Monday to Friday.
 - (4) Currently a flexible work schedule is applied organization wide. Changes to the flexible work arrangements will be discussed with the Union, and the Employer will provide thirty (30) days' notice of any change to the Union and affected employees.
- (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 23.06.

22.02 Lunch Periods

An employee shall be entitled to take a paid lunch period of one (1) hour scheduled so that it will result in no employee working longer than five (5) consecutive hours without a lunch period.

22.03 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 all such work shall be voluntary.
- (c) If the employee elects to work on a day of rest, they shall be entitled to:
 - (1) overtime pay at the rate of double time (2x) for all hours worked and at a minimum of three (3) hours per article 23.09 (Minimum Callout); or

- (2) equivalent overtime hours as compensatory time off (e.g., three (3) hours work at double time (2x) would be equivalent to six (6) hours in the time bank). The scheduling of compensatory time shall be determined by the employee after consultation with their director.

Article 23 – Overtime

23.01 Overtime

- (a) Overtime must be pre-approved by the employee's director, or their designate, prior to the commencement of the overtime.
- (b) "Overtime" for all employees means work authorized by the Employer and performed by an employee in excess of:
 - (1) forty (40) hours per week.

23.02 Overtime Bank and Lieu Time Scheduling

- (a) The Employer shall maintain an overtime bank for all overtime hours worked at the applicable overtime rate as per article 23.05 for all bargaining unit members. Employees who work overtime may transfer, at their discretion, up to one hundred (100%) percent of all equivalent overtime hours worked to their bank to be taken as time off in lieu of wages.
- (b) If employees are unable to schedule lieu time off in the calendar year in which it is earned, the overtime bank shall be paid out at the end of the calendar year.
- (c) Scheduling lieu time shall be determined by the employee after consultation with their director. Lieu time will be subject to essential departmental requirements and shall not be unreasonably denied.
- (d) Lieu time 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) Employees may request, in writing, to have their overtime bank paid out with fifteen (15) business days' notice to the Employer.
- (f) Upon termination of employment, the employee will be paid out for all unused overtime hours from their overtime bank.

23.03 Overtime Scheduling

The Employer will 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 overtime work to be performed. This work shall be deemed to be scheduled overtime for the purpose of this agreement.

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 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. Those employees that select to work overtime shall be scheduled in order of seniority. If the Employer is unable to secure sufficient personnel to meet the overtime requirements, the Employer shall have the right to schedule employees, in reverse order of seniority from lowest to highest, who normally perform the work.

23.05 Overtime Compensation

Should an employee be required to work in excess of their normal scheduled hours as outlined in article 22, the additional time worked may be used to reduce the amount of time worked in subsequent weeks, taken as paid time off, or have it paid out as follows:

- (a) For lawyers, all hours worked in excess of forty (40) hours per week shall be compensated at straight time rates.
- (b) For non-lawyers, all hours worked in excess of forty (40) hours per week shall be compensated at a rate of one and a half (1.5x) times their hourly rate.

23.06 Rest Period After Overtime

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 be paid one and a half (1.5x) times their hourly rate for each hour worked between the return to work and the expiration of the eight (8) consecutive hours of rest.

23.07 Overtime Meal Period

Where an employee is required to work twelve (12) or more consecutive hours or on a scheduled rest day, an additional thirty (30) minute paid meal period will be allowed.

23.08 Minimum Call Out

- a) If an employee is called in for overtime after the end of their workday, they will be compensated for a minimum of three (3) hours at the applicable overtime rate, inclusive of any time spent travelling to and from their location.
- b) If an employee is called in to the workplace from a scheduled day off, they will be compensated for a minimum of three (3) hours at the applicable overtime rate and be given the equivalent time off to be taken at a future date, inclusive of any time spent travelling to and from their location. Scheduled days off under this article refer to the leaves referenced under articles 24 and 27.

Article 24 – Vacations and Vacation Pay

24.01 Annual Vacation

All full-time regular employees who have been employed by the Employer for three (3) months or more, shall receive twenty (20) days' vacation with pay per calendar year. Vacation entitlement shall be prorated up to December 31 of the calendar year in which the employee completes three (3) months of employment for the calendar year.

Employees who have completed five (5) calendar years of employment shall receive twenty-five (25) days' vacation with pay per calendar year.

Years of Service	Vacation Entitlement	Vacation Pay
0 to 4 years	twenty (20) working days	8%
5 years or more	twenty-five (25) working days	10%

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 submits the request, in writing, 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 unreasonably denied and is 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.

Except on termination of employment, employees are not entitled to payment in lieu of vacation.

- (b) The Employer agrees to provide their approval or denial to such vacation requests within fourteen (14) calendar days.

24.05 Banking Vacations

- (a) Employees may carry forward a maximum of five (5) days' vacation credits to the following year provided it is taken by July 1st of the following year.

- (b) Except on termination of employment, employees are not entitled to payment in lieu of vacation.

24.06 Postponement of Scheduled Vacation

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 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 and the Employer.

Should an Employee be required to take a leave of absence for which they qualify for, the Employee will ensure they notify the Employer immediately.

24.09 Termination of Employment

- (a) On termination of employment, an employee will receive vacation pay in accordance with article 24.01 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 holidays:

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

- (b) If any other public holiday is declared or proclaimed by the Federal Government or the Government of the Province of British Columbia, it shall be deemed to be paid holiday for the purposes of this agreement.

25.02 Holiday Pay

- (a) All regular employees shall be paid statutory holiday pay equivalent to a normal day's work at straight-time rates regardless of which day of the work week the holiday falls.

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.

The Employer will advise all employees, and the Union, by December 31 of the paid holiday schedule for the upcoming year.

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 an eight (8) hour day off work with pay in lieu of the holiday observed.

25.05 Work on a Scheduled Paid Holiday

- (a) An employee shall only work on a scheduled paid holiday, or day in lieu thereof if requested to do so by their Director. Such work shall be paid one and a half (1.5) times their hourly rate for the hours worked on that day. The employee shall also be given the equivalent number of hours worked off at straight time with pay in lieu of the time worked on the holiday. The scheduling of the time off work in lieu shall be by mutual agreement between the employee and the Employer.
- (b) A minimum of four (4) hours at one and a half (1.5) times 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 in reverse order of seniority, from lowest to highest.
- (c) The Employer will, except in the case of a bona fide emergency beyond its control, give as much notice as possible to the employees affected prior to scheduling work on any paid holiday or day in lieu.

25.07 Winter Break Office Closure

The Employer will close the office for a two (2) week period inclusive of Christmas Eve, Boxing Day, and New Year's Day. All employees will have this time off, without loss of pay. The additional days off surrounding Christmas Day, Boxing Day, and New Year's Day will not be considered paid holidays for the purposes of articles 25.02, 25.03 and 25.04.

Article 26 – Pregnancy and Parental Leave

26.01 General

- (a) All time taken as pregnancy or parental leave shall be considered as employment with the bargaining unit for the purposes of seniority, salary increments, vacation entitlements, sick leave entitlement, and professional membership fees.
- (b) In no case shall any benefit described in this article be below that set out in the *Employment Standards Act of British Columbia*.
- (c) Before commencement of any leave under this article, the employee will communicate their preferences regarding contact with the Employer during the leave, including administrative matters, social and other contact with the Employer (e.g. staff celebrations), and consultation/involvement regarding substantive issues within the employee's normal responsibilities (e.g. desire to be invited to strategic planning sessions, consulted on development of new initiatives within their department, etc.). The Employer recognizes that the employee's preferences may change during the leave and regardless of the employee's stated preferences will not require completion of any work during the leave.
- (d) The Employer will maintain all employee benefits throughout an employee's pregnancy and/or parental leave.

26.02 Pregnancy Leave

- (a) A pregnant employee shall be granted a pregnancy leave of up to seventeen (17) weeks in duration. The leave will begin no earlier than thirteen (13) weeks before the expected birth date and ends no later than seventeen (17) weeks after the leave begins.
- (b) In the event a pregnancy terminates within the seventeen (17) week period before the expected birth date, the employee shall be entitled to pregnancy leave. The leave will begin within six (6) weeks of the date of termination of the pregnancy.
- (c) An employee who requests pregnancy leave is entitled to an additional six (6) consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work.
- (d) A request for leave under this article must:
 - i. be given in writing to the Employer;
 - ii. if the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave; and,
 - iii. if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected

or actual birth date, or the date the pregnancy terminated, or stating the reasons for requesting additional leave under subsection (c), above.

26.03 Parental Leave

- (a) On written request, an employee shall be granted a leave of absence without pay for parental reasons as follows:
 - i. for a parent who takes pregnancy leave, up to sixty-one (61) weeks of unpaid leave (up to 78 consecutive weeks inclusive of pregnancy and parental leave) beginning immediately after the end of the pregnancy leave taken unless the bargaining unit Employer and employee agree otherwise;
 - ii. for a parent, other than an adopting parent, who does not take pregnancy leave, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and beginning within seventy-eight (78) weeks after the birth; and
 - iii. for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.

26.04 Pregnancy and Parental Leave Top-Up

- (a) To be eligible for top-up benefits under this article, employees must:
 - i. Have worked for the Employer for at least six (6) months as of the date of the commencement of the leave; and
 - ii. be a permanent employee who regularly works at least twenty (20) hours per week.
- (b) During the standard Employment Insurance waiting period, before an employee is able to start receiving Employment Insurance benefits, any eligible employee will be paid eighty percent (80%) of their regular salary.
- (c) An employee taking pregnancy leave will be entitled to up to fifteen (15) weeks Supplemental Employment Benefits equal to the difference between eighty percent (80%) of the employee's regular salary and the total pregnancy Employment Insurance benefits the employee is eligible for and receives.
- (d) An employee taking parental leave will be entitled to up to twenty-five (25) weeks Supplemental Employment Benefits equal to the difference between eighty percent (80%) of the employee's regular salary and the total pregnancy Employment Insurance benefits the employee is eligible for and receives. The

same total amount of Supplemental Employment Benefits may be provided at a lower rate over a longer period if the employee opts for an extended parental leave.

- (e) Employees are expected to return to work for one (1) year after their pregnancy and/or parental leaves to retain their top-up benefits. An employee who does not return for a full year may be required to pay back their top-up benefits. The amount to be paid back will be prorated based on the length of time the employee works for the Employer after they returned to work. The same principle shall apply with respect to any Law Society of British Columbia fees paid by the Employer under article 26.01(a)
- (f) Employees requesting Supplemental Employment Benefits under this article must provide the Employer with confirmation of the amount of their Employment Insurance benefits. If an employee eligible for leave under this article does not, for any reason, receive Employment Insurance benefits, the Employer shall provide the employee with an amount equivalent to the top-up benefits the employee would have received had they received Employment Insurance benefits.

26.05 Return to Work

- (a) On return from a leave under this article, the employee shall be reinstated to the position the employee most recently held prior to the leave, if it still exists, or to a comparable position.
- (b) Employees wishing to extend parental or pregnancy leave for non-medical reasons may request an unpaid leave or, if applicable, to use accrued vacation days. Such requests shall be granted at the Employer's discretion and shall be subject to operational requirements. Such requests shall not be unreasonably denied.
- (c) Employees may request to work on a reduced work schedule on return from leave under this article. Such requests shall be granted at the discretion of the Employer and shall be subject to operational requirements. Such requests shall not be unreasonably denied. Reduced work arrangements shall be reviewed by the Employer and the employee at least semi-annually.

Article 27 – Leave of Absence

27.01 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, 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 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 a half-day (.5) with pay to attend as a mourner or pallbearer.

27.02 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.

27.03 Paid Sick Leave

- (a) Personal Sick Leave
 - (1) Regular employees shall be entitled to fifteen (15) days per calendar year with pay.
 - (2) Notwithstanding anything else in this agreement, all employees regardless of status, shall be entitled to a minimum of five (5) paid sick days and three (3) unpaid sick days per calendar year.
- (b) Family Member Sick Leave
 - (1) All employees shall be entitled to four (4) additional paid sick days to care for family members.
 - (2) Family member sick leave does not accumulate from year to year and therefore may not be carried over to the next employment year.

27.04 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, the employee is eligible to apply for Employment Insurance benefits.

27.05 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 of 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) All employees shall be entitled to five (5) paid personal leave days to be taken in the calendar year.
- (b) Casual employees are not entitled to paid personal days.
- (c) Personal leave days do not accumulate from year to year and therefore may not be carried over to the next employment year.
- (d) Requests for personal leave days must be in writing, prior to the time requested and are subject to the approval of the Executive Director or their designate. Such leave requests shall not be unreasonably denied.

27.06 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.

27.07 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 twenty-seven (27) weeks of unpaid leave within fifty-two (52) weeks 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 article 27.07(b) 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 (1) or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom it 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 article 27.07(b), and (c) to (f) apply to the further leave.

27.08 Gender Affirmation Care

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sick leave coverage under article 27.03 while absent.

27.09 Domestic or Sexual Violence Leave

The Employer will grant an employee up to five (5) days of paid leave to deal with issues related to domestic or sexual violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

In addition, the Employer will grant, in each calendar year:

- (a) up to five (5) days of unpaid leave, in units of one or more days or in one continuous period; and
- (b) in addition to the above, up to fifteen (15) weeks of unpaid leave.

Article 28 – Security of Bargaining Unit Work

28.01 Exclusivity of Bargaining Unit Work

Duties normally and customarily performed by employees within the bargaining unit will not be assigned to, or be performed by, non-bargaining unit employees except as set out in article 4.07.

Article 29 – Maintaining Labour Relations

29.01 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*.

29.02 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 every three (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.
- (d) The representatives for the Employer shall be comprised of two (2) members who currently hold the position of Director or Executive Director.
- (e) The Joint Consultation committee will appoint two (2) members to act as co-chairs, one (1) from the Employer and one (1) from the Union.
- (f) The Committee shall meet at the request of either Party. Agendas for these scheduled meetings will be circulated ten (10) working days in advance of the meeting. The role of the Chair shall alternate between the Union and the Employer.

Article 30 – Savings Provisions

30.01 Government Action Affecting Agreement

- (a) If any article, 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:
 - (1) The remaining provisions of the agreement shall remain in full force and effect for the life of the agreement.
 - (2) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory.
 - (3) 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 than is provided for in this agreement, such legislation shall apply and prevail.

30.02 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.

30.03 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.

30.04 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 31 – No Strike or Lockout

31.01 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*.

31.02 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line. 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 32 – General Provisions

32.01 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 33 - Duration of Agreement

33.01 Duration

This agreement shall be binding and remain in full force for the period from and including date of ratification to and including June 30, 2027.

33.02 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. The Parties shall exchange particulars of desired changes to the agreement not later than the date of the first meeting of negotiations.

33.03 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.

33.04 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) Letters of Understanding, or Memorandums of Agreement shall remain in effect during the term 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 names and signatures of the appropriately authorized Union and Employer Officers or Representatives.

33.05 Incorporated Documents

All appendices to this agreement and benefit plans referred to herein, 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.

33.06 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.

Signed at _____, this _____ day of _____, 2025.

Signed on behalf of the Employer

“Original Copy Signed”

Liza Hughes, Executive Director

“Original Copy Signed”

Hasan Alam, President

Signed on Behalf of the Union

“Original Copy Signed”

Yudon Garie, Union Representative

“Original Copy Signed”

Veronica Martisius, Bargaining Committee

APPENDIX “A” – SALARY SCALE

Legal Salaries

	Current	Upon Ratification July 4, 2024**	July 1, 2025 3%	July 1, 2026 3%
Staff Counsel	\$76,320	\$79,373	\$81,754	\$84,207
Litigation Staff Counsel	\$82,680	\$90,619	\$93,338	\$96,138
Policy Staff Counsel	\$85,860	\$90,619	\$93,338	\$96,138
Litigation Staff Counsel	\$87,980	\$90,619	\$93,338	\$96,138
Policy Staff Counsel (Community)	\$87,980	\$90,619	\$93,338	\$96,138

**Standardization to band based on highest current YOC employee +3% . Staff Counsel is 4% Wage Increase to current 1st YOC

Salaries for All Staff Counsel	
1 to 3 years of call:	\$79,373
4 years of call and above:	\$90,619

Non-Legal Salaries

	Current	Upon Ratification July 4, 2024 4%	July 1, 2025 3%	July 1, 2026 3%
Donor & Development Manager	\$69,006	\$71,766	\$73,919	\$76,137
Operations Manager	\$70,393	\$73,209	\$75,405	\$77,667
Comms & Outreach Manager	\$70,393	\$73,209	\$75,405	\$77,667
Donations & Operations Coordinator	\$57,876	\$60,191	\$61,997	\$63,857
Litigation Coordinator	\$57,876	\$60,191	\$61,997	\$63,857
Outreach & Comms Coordinator	\$59,040	\$61,402	\$63,244	\$65,141

APPENDIX “B” – BENEFITS

Eligibility is defined in the Canada Life handbook. The full benefits package can be accessed online through claim secure. Below is a brief summary:

Extended Health

<i>% Reimbursement of Eligible Expenses</i>	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%

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>)	\$750
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 \$ 150 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 60 consecutive months

Travel Insurance and Assistance

- \$5,000,000 per insured per trip as per Canada Life Insurance policy

Health Spending Account

- Annual Maximum \$550 per employee or family
- Will follow a calendar year of January 1st to December 31

Letter of Understanding #1

Working from Home (Telecommuting)

The BCCLA is not currently a fully remote workplace. Employees who wish to work at home, beyond the flexible work arrangement in place at the time must receive approval from the Executive Director and enter into a Work from Home Agreement for a set term subject to operational needs.

Work from Home Agreements may be entered into in certain circumstances for:

- Regular employees
- Who have successfully past their probationary period and
- Who have not been subject to any performance or disciplinary concerns within the past 12 months.
- Employees must work remotely within the province of British Columbia. This LOU does not extend to employees who have been granted permission by the Employer to work remotely outside of British Columbia at the time of signing this agreement.

All employees must be available during normal office hours for phone calls and meetings, subject to their flexible work schedule. The employee must have all the necessary furniture, space and equipment to perform the full scope of their job duties during the relevant period. A laptop, keyboard, mouse and monitor shall be supplied, at no cost to the employee, by the Employer.

Renewal of Work from Home Agreements will be subject to the Employer's operational needs and the performance of the employee's job duties during the agreed upon term.

Employees who have been approved to work from home on a full time basis may be required to come into the office and attend work functions on occasion. The Employer will endeavour to limit these occasions and will provide a minimum of one months' notice to the employee with the exception of emergency situations requiring attendance at the office. Where employees who have entered into Work from Home Agreements are required to go into the office, all travel costs associated with that will be borne by the employee.

Letter of Understanding #2

Registered Retirement Savings Plan

The Parties agree to discuss the viability of starting an RRSP plan for all bargaining unit employees during the next round of bargaining for a renewed collective agreement which will be effective July 1, 2027.