

COLLECTIVE AGREEMENT

Between



Alpine Counselling Clinic
(hereinafter referred to as the "Employer")

And



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

Effective: February 1, 2025 to January 31, 2028

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ARTICLE 1 – PREAMBLE

1.00 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation with Indigenous peoples. *We acknowledge that Alpine Counselling Clinic(s) are located on the unceded, traditional territories of the x̱m̱əθḵʷəy̱əm (Musqueam), Sḵw̱x̱w̱ú7mesh (Squamish), and səlilwətəl (Tsleil-Waututh) Nations and this land has been stewarded by them since time immemorial. It is for this reason that we acknowledge the traditional territory in which we work.*

1.01 No Change in Agreement

No other agreement(s) shall be made within the life of this Agreement without written mutual agreement of the Parties.

1.02 Definition(s)

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

In addition, 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) "Employee" shall be defined as an employee of the Employer who is a member of the bargaining unit.
- c) "Week" shall be defined as the number of days the employee regularly works within a week, for the purpose 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.
- e) "Employer" shall be defined as Alpine Counselling Clinic Ltd.
- f) "Union" shall be defined as the Canadian Office and Professional Employees Union Local 378 doing business as MoveUP.
- g) "Agreement" shall be defined as the collective bargaining agreement agreed to by the parties.

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) Share a desire to have effective and respectful working relationships at all levels in which members of the bargaining unit are employed.
- c) Establish and maintain mutually satisfactory terms and conditions of employment for employees of the Employer who are subject to the provisions of this Agreement.
- d) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement.

ARTICLE 2 – INTERPRETATION

2.01 Interpretation

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

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

The management of the workforce and of the methods of operation is vested exclusively in the Employer unless limited by this Agreement. The Employer may alter from time-to-time written rules and regulations to be observed by Employees; such rules and regulations shall not be in contravention to the provisions of this Agreement. The Employer shall have the right to hire, assign, discipline, layoff and discharge employees for just and reasonable cause.

ARTICLE 4 – UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION

4.01 Union Recognition and Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer as described in a Certification issued to the Union on January 31, 2024.

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 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 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.

4.04 Right to Refuse to Cross Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in performance of their duties, to refuse to cross a lawful 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 5 - UNION REPRESENTATION

5.01 Union Representation

a) Union Representatives

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

The Union agrees to provide the Employer with a list of the employees designated as job stewards and to notify the Employer immediately in writing of any changes in the designation.

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

b) Rights of Job Stewards

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

- i) Investigation of complaints, grievances, and/or disputes including discussions with management as required subject to the provisions of Article 10.
- ii) The transmission of Union bulletins and/or notices by posting on the designated bulletin board and other means of postings approved by the Employer such as email, which approval shall not be unreasonably denied.
- iii) Participation in ongoing training, collective bargaining, and/or arbitration proceedings when directed by the Union.
- iv) Participation in the administration of the Union as may be required for Union executive meetings and job steward meetings.
- v) Briefing time prior to Step II and Step III grievance meetings to meet with grievors and/or Union Representatives as set out in Article 10 of this Agreement.

5.02 Time Available for Union Business and Activities

The Parties will co-operate to see that suitable arrangements are made to have an employee's regular duties covered in a reasonable manner so as to avoid interfering with operational requirements. When undertaking Union duties, job stewards will not interrupt the work of other Union employees without the approval of the appropriate manager. Permission to attend to the following duties without loss of pay or seniority for designated job steward(s):

- a) Investigate and file grievances at Step II;
- b) Attend Step II and Step III grievance meetings;
- c) Supervise during ratification votes;
- d) Attend meetings called by management, if requested to attend.

5.03 Time Off Work for Other Union Business

The Employer recognizes the Union's right to select, subject to its sole discretion, executive board members, executive councilors, or other Union officials, or representatives, and to the extent specified in this Agreement, to cooperate with those persons in the performance of their duties on behalf of the Union and its membership employed by the Employer.

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

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

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

5.04 Union Access

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of meeting with members and other Union business with the prior approval of the Employer.

5.05 Bulletin Boards

The Employer agrees to provide a bulletin board for the use of the Union at an appropriate location in the primary office workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and employees.

ARTICLE 6 - UNION MEMBERSHIP AND DUES

6.01 Union Membership

- a) The Employer agrees that all employees within the bargaining unit certification shall be covered by this Agreement from the date of employment, as a condition of continued employment with the Employer.
- b) The Employer shall advise the Union of all newly hired employees on the date of their employment.
- c) The Union will provide the Employer with all relevant documents for Union dues authorization, and the Employer will have these documents completed upon the hiring process.

6.02 Union Dues Authorization

Each employee in the bargaining unit shall, as a condition of continued employment, execute a written assignment of wages on a 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, the purpose of the deduction, and the amount, in each case.

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

- (i) New hires
- (ii) Terminations
- (iii) Promotions
- (iv) Demotions
- (v) Lateral transfers
- (vi) Salary revisions
- (vii) Employees on extended leave of absence

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

6.05 Record of Union Deductions (T4 Slips)

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

6.06 Information for New Employees

The Employer agrees to acquaint new Employees with the fact that an Agreement is in effect; and with the conditions of employment set out in the provisions dealing with Union membership, initiation fee, and dues. The Employer shall also provide new employees with a copy of the current Agreement and advise the names and contact information of their job steward(s).

6.07 New Employee Union Orientation

New employees will be introduced to their job steward(s) as part of their orientation to the Employer within thirty (30) days of commencing employment with the Employer.

In addition, the Employer agrees that a representative of the Union will be given an opportunity to address collectively, on a once per month basis (if required), all new bargaining unit employees to the Employer during regular working hours, without loss of pay, for a period of up to one (1) hour.

The purpose of the meeting is to acquaint new employees with the benefits and duties of Union membership and employees' responsibilities and obligations to the Employer and the Union. The time and location of the meeting will be subject to approval by management.

ARTICLE 7 –WORKPLACE BULLYING AND HARASSMENT AND PROTECTION FROM CLIENT ABUSE

7.01 Introduction

- a) The Parties recognize the right of all employees to work in an environment free from discrimination, bullying and harassment. All parties, including employees, have responsibilities under British Columbia legislation including the *Workers Compensation Act*, *Occupational Health and Safety Regulations* and the *Human Rights Code*.
- b) Furthermore, the Parties agree that should any new protected classes be added to the *Human Rights Code* of British Columbia during the life of this Agreement, they will be deemed to be included in this language.
- c) 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 a protected ground.
- d) The Employer and the Union recognize the right of all employees to work in an environment which shows respect for an employees' health, safety, and physical and mental well-being. As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and wellbeing of an employee or deteriorate the work environment.

7.02 General Provisions

- a) An employee with an allegation is called the Complainant, and the person who they are making a complaint against, is called the Respondent.
- b) All complaints will be kept strictly confidential by the Complainant, the Respondent, the Employer, the Union, and the Witnesses.
- c) If they are a member of the Union, the Complainant and/or the Respondent will have the right to Union representation throughout the complaint process.
- d) A Complainant has the right to file a complaint under the *Human Rights Code* or the *Workers Compensation Act*.

7.03 Definitions

- a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the *Human Rights Code*.

b) Bullying and Harassment

Bullying and harassment is defined as conduct directed against another person that involves comments and/or actions that a reasonable person knows, or ought to know, would cause offence, humiliation, or intimidation. Bullying and harassment denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may, or may not, be linked to the protected grounds specified in the *Human Rights Code*.

c) Sexual Harassment

Sexual harassment is an example of bullying and harassment that is linked to a protected ground specified in the *Human Rights Code*. Sexual harassment includes conduct or comments made by a person who knows, or ought reasonably to know, are unwelcome and that create an intimidating, hostile or poisoned work environment. It also includes unnecessary or inappropriate touching, including touching which is expressed as being unwanted or uninvited; suggestive remarks or other verbal abuse with a sexual connotation; repeated or persistent leering at a person's body; sexual solicitation or advances or sexual assault. Sexual harassment further includes, but is not limited to:

- i) Uninvited or unwelcomed touching or close physical contact;
- ii) Sexual advances;
- iii) Comments made about a person's gender identity, gender expression or sexual orientation (eg; including intentionally using incorrect pronouns to refer to an individual);
- iv) Displaying of sexually offensive or derogatory pictures, cartoons, or other material (including materials on computers, i.e. email);
- v) Unwelcome questions or sharing of information regarding a person's sexuality, sexual activity, or sexual orientation;
- vi) Leering or inappropriate sustained staring;
- vii) Sexually suggestive jokes, cartoons or posters;
- viii) Requests for sexual favours;
- ix) Unwanted questions or comments of a sexual nature;
- x) Offensive jokes or comments of a sexual nature about an employee or client;
- xi) Propositions of physical intimacy;
- xii) Gender-related verbal abuse, threats or taunting;

xiii) Paternalism based on gender which a person feels undermines their self-respect or position of responsibility;

xiv) Any form of voyeurism.

d) Personal Harassment

Personal harassment is objectionable conduct or comments that are either repeated or persistent, or a single serious incident directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. The fact that a person does not explicitly object to harassing behaviour or appears to be going along with it does not mean that the behaviour is not harassing and does not mean that it has been assented to.

Personal harassment includes, but is not limited to the following:

- i) Derogatory, demeaning or disrespectful comments, jokes or slurs made about a person or a group of people;
- ii) Physical threats or intimidation;
- iii) The display or distribution of derogatory, demeaning or disrespectful posters, pictures, cartoons or drawings, whether in print form or via e-mail or other electronic means;
- iv) Yelling, using offensive language, uttering threats, coercion or bullying;
- v) Derogatory, disrespectful or malicious gestures or actions that serve to humiliate or demean a person or create an atmosphere of fear or intimidation;
- vi) Comments ridiculing an individual because of characteristics, dress, etc. that are related to a ground of discrimination;
- vii) Discriminatory behaviour that causes substantial distress and is based on a protected ground, or the perception that a protected ground applies.

e) Poisoned Work Environment

A poisoned work environment results from comment(s), conduct, or practices that create a negative psychological and emotional environment at work.

The comments, conduct or practices need not be directed at a specific individual, and may be from any individual, regardless of position or status. A single comment or action, if sufficiently serious, may create a poisoned work environment.

7.04 Responsibilities

a) Employer Responsibilities:

In accordance with Section 115(1)(a) & Section 115(2)(e) of the *Workers Compensation Act* the Employer has a duty to ensure the health and safety of employees, and as a result, must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment. Accordingly, the Employer must:

- i) Regularly review and update its policies and procedures related to bullying and harassment;
- ii) Regularly educate all employees on the abovementioned policies;
- iii) Promptly investigate reports of workplace bullying and harassment including complaints related to external parties that arise while employees are conducting work on behalf of the Employer;
- iv) Discipline or take other appropriate action against any person who engages in bullying or harassment in violation of this Article;
- v) Discipline or take other appropriate action against any person who under this Article makes a claim of bullying or harassment, which is determined to be frivolous, vexatious or vindictive in nature;
- vi) Discipline or take other appropriate action against any person who retaliates against anyone involved in a bullying or harassment complaint.

Should a client or visitor act in a manner that is in violation of this Article, the Employer may discontinue service to said client or visitor and/or ban them from the Employer's property depending on the circumstances of the situation and any previous incidents of abusive behaviour by the client or visitor. See also Article 7.06(c).

b) Employee Responsibilities:

In accordance with Section 116(1)(a) of the *Workers Compensation Act*, employees have a duty to take reasonable care to protect the health and safety of themselves and other persons. As a result, employees must take all reasonable steps to prevent where possible, or otherwise minimize, workplace bullying and harassment by:

- i) Promptly reporting if bullying and harassment is observed or experienced where work is being conducted on behalf of the Employer, including incidents involving external parties;
- ii) Not engaging in bullying and harassment while conducting work on behalf of the Employer and while attending events on behalf of the Employer or sponsored by the Employer.

No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a bona fide complaint of harassment or discrimination. If, as a result of an investigation, a complaint is found to be vexatious, it will be considered a form of harassment and will be dealt with in accordance with this Article.

7.05 Complaint Process

a) Informal Resolution

An employee who believes they are the recipient of inappropriate or unacceptable behaviour is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution. The employee should:

- i) Tell the alleged harasser(s) to stop, if possible;
- ii) Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible.

A Complainant may also try to informally resolve their complaint with the assistance of their supervisor, job steward, or Union representative. If the Complainant is satisfied with the outcome reached at this point, the complaint will be considered resolved. Should the Parties believe that the assistance of a third-party mediator would be beneficial at this stage, and both the Complainant and the Respondent are willing to participate in mediation, a third-party mediator may be retained by mutual agreement of the Parties.

If informal resolution is either unsuccessful, or is considered inappropriate, the Complainant may escalate their complaint through the formal resolution process.

b) Formal Complaint Resolution Process

An employee who believes they have a complaint of harassment and feels unable to resolve the matter directly, may make a formal complaint to their immediate supervisor, or designate to receive such complaints.

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, and the remedy sought.

The Employer will arrange for investigation of 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.

The Employer will use a third-party investigator to conduct investigations. Investigations must be fair, impartial, focused, reasonable, and in good faith. The investigator will issue a report and/or a finding of fact within thirty (30) working days, a copy of which will be provided to the Union.

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.

The Employer will consider the recommendations as outlined in the investigator's report and take action within ten (10) working days of receiving the investigator's report.

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.

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.

Where the complaint is determined by the third-party investigator to be of a frivolous; vindictive or vexatious nature, the Employer may take appropriate disciplinary action against the Complainant up to and including termination.

If the Complainant and Respondent require further support to resolve the issue between them, the Union will be advised of the outstanding issue. The Employer and the Union will jointly agree upon who will be assigned to facilitate informal mediation between the parties. Any party may withdraw from these discussions at any time.

c) Disagreements with Respect to the Resolution Process

Should an employee or the Union disagree with the process by which a bullying or harassment allegation was handled, they may file a grievance in accordance with Article 10.

7.06 Protection from Client Abuse

- a) The Employer recognizes that its employees may be subject to verbal, psychological and/or physical abuse by its clients and will take proactive action to ensure that its employees are safeguarded from such abuse.
- b) When the Employer is aware that a client has a history of abusive behaviour, the Employer shall make such information available to employees who may interact with said client. When such information is made available, Technicians reserve the right to decline to see the client. There shall be no reprisal such as discipline issued to Technicians who exercise this right.
- c) Where such risk exists, the Employer and the Union shall meet to determine the appropriate response, which might include, but not be limited to the following Employer actions:
 - i) Provide non-violent crisis intervention training;
 - ii) Clearly inform employees of the potential for abuse from a client;

- iii) Make available immediate defusing, critical incident stress debriefing and/or post-traumatic counselling to employees who have suffered as a result of client abuse.

7.07 Respectful Workplace Training

The Employer will provide refresher training as needed to ensure that all employees understand their responsibilities under this Article.

ARTICLE 8 - EMPLOYEE CATEGORIES

8.01 Employee Definitions

a) Probationary Employee

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

b) Regular Full-Time Employee

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

c) Regular Part-Time Employee

Regular part-time employees are employees engaged on a permanent ongoing basis working less than full-time hours (35 hours per week).

d) Temporary Full-Time Employee

A temporary full-time 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 no greater than eighteen (18) months, and where the employee is working thirty-five (35) hours or more per week. These terms of eighteen (18) months may not be extended without prior agreement between the Union and the Employer.

Temporary full-time employees shall earn seniority.

If a temporary full-time employee becomes a 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 temporary employment.

e) Temporary Part-Time Employee

A temporary part-time 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 no greater than eighteen (18) months where the employee is working less than thirty five (35) hours per week. These terms of eighteen (18) months may not be extended without prior agreement between the Union and the Employer.

Temporary part-time employees shall earn seniority.

If a temporary part-time employee becomes a 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.

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) Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from their last day of hire, except as otherwise provided herein.
- c) Seniority will operate on a bargaining unit-wide basis.

9.02 Calculation of Seniority - General

- a) Calculation of Seniority
 - i) 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.
 - ii) 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 date of hire by the Employer, including service prior to the date of certification, and the effective date of this Agreement, and such continuous service shall apply for all purposes under this Agreement.
 - iii) Part-time regular employees shall be credited with seniority on a pro-rata basis in proportion to the hours of work for a full-time employee, to a maximum of a full-time regular employee, as calculated on a bi-weekly basis. Seniority accrual will be based on the employee's scheduled non-overtime hours (i.e. base hours plus voluntary additional hours which are worked during a regular workday/week). In situations of part-time employee absence, seniority accrual will be in accordance with base hours only.

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 seniority order shall be based on their date of offer of employment.

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 on approved time off from work, subject to the provisions of this Article.

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) An employee who accepts a position with the Employer outside of the bargaining unit and subsequently returns to the bargaining unit without an interruption of employment with the Employer, will be credited with such seniority as had previously been attained in the bargaining unit based on their original date of hire.

9.04 Application of Seniority

- a) The Parties recognize job security shall increase in proportion to length of seniority as herein defined.
- b) The senior employee within the department, 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, vacation, banked overtime taken as time off work, and leaves of absence under this Agreement, subject to the Employer's ability to meet operational requirements.

9.05 Loss of Seniority

An Employee shall lose their seniority only in the event:

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

9.06 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 in Article 9.06(a) above shall be posted by the Employer, on a bargaining unit wide basis, at three (3) month 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 Processing

The Parties to this Agreement are agreed it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Article. The grievor shall be allowed the necessary time off, with pay, to attend grievance meetings with the Employer.

10.02 Grievance Defined

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

10.03 Policy Grievances

When 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 thirty (30) calendar 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 principals or their nominees shall meet and attempt to resolve the grievance.
- b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Article 10.08 or 10.09.

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

10.04 Discipline Grievances

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

Grievances concerning dismissal or suspension of an employee may be submitted directly to Step III, Article 10.07, at the option of the grieving Party, within twenty (20) working days of the termination or suspension. Timelines specified in the grievance procedure steps below may be extended by mutual agreement of the Union and the Employer. Also, the Parties may move a grievance from Step I to Step III upon mutual agreement.

10.05 STEP I –Informal Complaint

Employees are encouraged to discuss any complaint, dispute or misunderstanding relating to this Agreement with their Manager as soon as possible, and for the purpose of this Article not later than fifteen (15) working days from the date of the action which led to the complaint, dispute or misunderstanding. The job steward and/or Union representative may attend at the option of the employee.

10.06 STEP II

Should a complaint be unresolved, the complaint becomes a grievance. The grievance will be submitted by the Union office to the Director in writing, with a copy to the Operations Manager not later than fifteen (15) working days from the date the complaint was first raised at Step I.

The Operations Manager and the Director, Neurofeedback will meet with and discuss the grievance as required with the job steward, the griever, and/or Union representative and render a decision in writing to the Union office with a copy to the job steward within ten (10) working days of the date of referral to Step II.

10.07 STEP III

A grievance not settled at Step II may be referred in writing by the Union to the Executive Director, with a copy to the Operations Manager, within fifteen (15) working days of the Employer's decision at Stage II.

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

Within fifteen (15) working days of the receipt of the Union's referral to Step III, the Operations Manager will submit their decision to the Union in writing.

Within twenty (20) working days of receipt of the written reply at Step III, the Union may refer the grievance to arbitration as set out in Article 10.08 or 10.09.

10.08 Arbitration Procedure

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

The Parties to the dispute will thereupon mutually decide on the appointment of an arbitrator within ten (10) days of such notice.

- b) The arbitrator's decision shall be final and binding on both Parties to this Agreement.

- c) The arbitrator shall not be vested with the power to change, modify, or alter any part of this Agreement except under the provisions of Section 89 of the *Labour Relations Code* of British Columbia.
- d) Each Party shall pay one half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

10.09 Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to expedited arbitration, as set out in the provisions of Section 104 of the *Labour Relations Code* of British Columbia any matter properly submitted, as a grievance.

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

10.10 Disclosure of Information

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

ARTICLE 11 – DISCIPLINE, DISCHARGE AND TERMINATION

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

11.01 Discipline

- a) Employees will not be disciplined until after a fair and impartial investigation has been held and until the employee's responsibility is established by assessing the evidence.
- b) In all cases of discipline, the burden of proof of just cause will rest with the Employer.

- c) Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension, and the employee will have the right to have a job steward present at the time of notice.
- d) A copy of the written notice of discipline will be forwarded to the Union within one (1) working day. If the matter is grieved by the Union, or otherwise litigated in any manner, the Employer shall be limited to those grounds (reasons) specified in the disciplinary notice for the action(s) taken.

11.02 Right to Grieve Disciplinary Action

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

11.03 Right to Union Representation

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

11.04 Notice of Investigation/Disciplinary Action

- a) 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.
- b) The Employer shall provide an employee with no less than twenty-four (24) hours' notice of an investigation, discussion, meeting or hearing that may result in discipline, discharge or termination unless the circumstances of an incident warrant immediate action by the Employer against the employee.

11.05 Time Off Work for Discipline Related Meetings

Employees, including job stewards, required by either the Employer or the Union to attend or participate in any investigation, discussion, meeting or hearing with respect to the discipline, discharge, or termination of any employee under this Agreement, shall be granted time off work by the Employer without loss of pay for this purpose and this time shall be deemed to be time worked.

11.06 No Demotion or Lateral Transfer as Discipline

The Employer shall not undertake the demotion or the lateral transfer of any employee as a disciplinary action except with mutual agreement of both the Union and the Employer.

ARTICLE 12 - PERSONNEL FILE AND PERFORMANCE EVALUATION

12.01 Personnel File

- a) An employee shall have the right to review information pertaining to them from their personnel or ancillary files.
- b) An employee or their Union representative may request and shall receive a copy of any employment record or document pertaining to them which is contained in their employment or ancillary files.
- c) The Employer must provide copies within three (3) working days of the request.
- d) Personnel files will be kept confidential, and access will be given only to those supervisory personnel that require the information in the course of their duties.

12.02 Performance Evaluations

- a) Where a formal evaluation of an employee's performance is carried out, employees will be provided with a copy of said evaluation no later than three (3) working days after the formal evaluation meeting.
- b) The evaluation report will provide for the employee's signature in two places, one indicating that the employee has read and agrees with the evaluation, and the other indicating whether the employee agrees or disagrees with the evaluation. The evaluation will also contain sufficient space for the employee to enter a written response as to their reasons for disagreement.
- c) An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this Agreement.
- d) Performance evaluations and performance coaching and feedback will be held in strict confidence on a need-to-know basis by the Employer and only shared with the employee and the Union.

ARTICLE 13 - PROBATIONARY EMPLOYEES

13.01 Probation Period

All new employees shall be considered on probation for four (4) months from the date of hire.

13.02 Employer Obligations During Probationary Period

- a) The Employer shall inform a probationary employee of the standards which they are expected to meet during the probation period; and shall also provide all appropriate training and orientation necessary to assist the new employee to meet these standards.
- b) The Employer shall inform a probationary employee of any deficiencies in their performance and shall provide an opportunity for correction of the deficiencies, prior to the dismissal of the probationary employee.
- c) The Employer will conduct at least one (1) performance evaluation during the probationary period. At the evaluation, the manager 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.
- d) Either prior to or upon expiration of the probationary period or any extension of the probationary period, which the Employer shall confirm the successful completion of probation by a new employee in writing or otherwise dismiss the employee in accordance with this Article.

13.03 Dismissal of Probationers

- a) The Employer may reject a probationary employee for just and reasonable cause. The Parties acknowledge that the standard for dismissal is lower for a probationary employee than a regular employee. The Employer will provide the reasons for the rejection in writing.
- b) A probationary employee shall have access to the grievance and arbitration procedures contained in this Agreement.

ARTICLE 14 - FILLING JOB VACANCIES

14.01 Definition of Job Vacancy

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

14.02 Posting Job Vacancies

- a) Vacancies

Except as expressly provided otherwise by this Agreement, all job vacancies for positions as defined in this Agreement shall be posted by the Employer internally and externally, for a minimum five (5) consecutive calendar days, however bargaining unit members shall be given priority.

- b) Job Posting to Contain Pertinent Details

All job postings shall state all pertinent details of the job including, but not limited to:

- i) Job title;
- ii) Salary rate;
- iii) Whether the job is temporary or permanent;
- iv) Hours of work;
- v) Duties;
- vi) Qualifications;
- vii) Closing date of the job posting;
- viii) Date the job vacancy is to be filled;
- ix) The position is a Unionized position;

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.

c) Union to Receive Job Postings

A copy of all job postings shall be sent, at the time of posting, by the Employer to the Union.

d) 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. However until the job vacancy is filled, it is acceptable to have a Manager perform aspects of the vacant job in order to meet operational requirements. The Employer will not use such an action to delay or otherwise not fill the vacant position.

14.03 Eligibility for Posted Job Vacancies for Laid Off Employees

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

14.04 Filling Posted Job Vacancies

a) Employer Is Responsible for Job Selection

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

b) Interviews

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

c) Rights of Unsuccessful Applicants within the Bargaining Unit

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.

d) Rights of Successful Applicants 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 two (2) weeks from the employee's selection and the new position provides a higher salary, the employee shall be paid thereafter at the applicable higher rate for the new position.

e) Limited Right to Return to Former Position

Only if the former position is vacant, 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 they held immediately prior to such change of position; provided this right is exercised by the employee within fifteen (15) 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 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.

f) Impact of Job Selection Grievance

An employee who has been selected to fill a posted job vacancy under this Article, whose selection gives rise to a grievance, may assume the position at issue; however, shall be advised in a timely manner by the Employer about the existence and nature of the grievance.

If, as a result of the grievance, such employee is removed from the position at issue, this person shall be returned to their former job and work location and shall be kept whole in all respects under this Agreement, as if they had not been awarded the job posting in question, unless the Employer and the Union mutually agree in writing to alternative arrangements.

14.05 Job Selection Criteria

- a) The Employer shall ensure that in the exercise of its job selection rights under this Article, no discrimination or favoritism affects any candidate.
- b) Job selections and promotions shall be on the basis of knowledge, skills, and ability to perform the vacant job (at the time of posting). Where the candidates are relatively equal, 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.
- d) Selection criteria are to be reasonably, fairly and consistently established and applied.

14.06 Promotion

a) Definition of “Promotion”

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

14.07 Demotion

a) Definition of “Demotion”

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

14.08 Lateral Transfer

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

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 – WAGE ADMINISTRATION

15.01 Salary Scale

- a) Salaries for existing classifications will be paid in accordance with the salary schedule set out in Appendix “A.”
- b) Employee wages will progress along the wage grid annually on the anniversary date of the employee for the applicable job rate.
- c) Where the Employer hires new employees having directly related previous experience for the position being filled, such employees may be paid a beginning salary not exceeding the one (1) year rate for the job unless by mutual agreement with the Union.

15.02 Job Descriptions and Classifications

- a) The Employer will provide a job description that clearly and specifically shall describe the responsibilities of each of the classifications established in this Agreement.
- b) When a new position is established, or where the duties of an existing position are changed, the Employer will provide the Union with a copy of the job description and a rationale for the proposed compensation of the position within seven (7) days.

- c) An employee required by the Employer to perform work temporarily in a higher job classification other than their normal classification shall be paid the higher classification rate for all hours worked in the higher job classification.
- d) Job descriptions shall not include the wording “and any other duties as assigned” but may include “and other duties relevant to the position”.
- e) The Employer may fill a new or modified job prior to reaching agreement on the salary with the Union.
- f) The Parties will meet within fifteen (15) calendar days to negotiate the salary for the new or modified job if the Union does not agree with the salary established by the Employer.
- g) 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 Agreement.

15.03 Employees to be Paid Semi-Monthly

- a) Employer to Pay Semi-Monthly

The Employer shall pay Employees on a semi-monthly basis on the 15th and last day of every month, or preceding business day if said day falls on a weekend or statutory holiday.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 Statutory Compliance

- a) The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.
- b) The Parties shall comply with all applicable statutes and regulations pertaining to the working environment.

16.02 Joint Occupational Health and Safety Committee

The parties agree to ensure that all employees shall have access to the Occupational Health and Safety Committee’s deliberations, decisions and minutes. To this end, a Joint Occupational Health and Safety Committee (the “Committee”) will be established by the Employer.

- a) The Committee shall be composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer. One representative from each side shall serve as co-chair.

- b) The Health and Safety Committee shall meet monthly. In addition, the Committee shall hold ad hoc meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous, or dangerous conditions.
- c) Meetings shall be scheduled during normal hours of operation.
- d) Minutes of all Health and Safety Committee meetings shall be kept by the Employer, and copies of such minutes shall be shared with the Union, and a copy posted on the Union bulletin board in all work sites.
- e) The Union representatives on the Health and Safety Committee shall be entitled to eight (8) hours annually of paid educational leave to attend seminars, workshops, and/or training sessions for instruction and/or upgrading on health and safety matters. In addition to annual training, all new Health and Safety Committee members shall receive eight (8) hours of mandatory introductory training.
- f) Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending Health and Safety Committee meetings or other functions related to the Committee such as participating in job site inspections, or accident/incident investigations.

16.03 Unsafe Work Conditions

- a) An employee has the right to refuse or do particular work if they have reasonable grounds to believe that the performance of the work will endanger their health, safety or physical well-being, or may similarly endanger another employee.
- b) When an employee refuses to do particular work in accordance with the above:
 - i) They shall inform their supervisor and Union representative without delay;
 - ii) They shall suffer no loss of salary during the period for which they withdraw their services;
 - iii) Until the situation is adequately addressed, no other employees shall be assigned to the part of the work which is subject to investigation.
- c) As soon as the Employer is informed by the employee, they shall ensure that the necessary investigations, inspections and/or analyses of the situation giving rise to the refusal of work are conducted.
- d) In situations where an investigation or inspection is warranted, the employee concerned and the Union representative shall be invited to participate. This Article shall not apply in cases in which the “unsafe work” relates to an abusive client. Such cases shall be dealt with in accordance with Article 7.06.

16.04 First Aid

- a) The Employer agrees that the Workers Compensation Act first aid requirements shall be fully complied with.
- b) Where the Employer requires an employee to perform first aid duties in addition to their normal requirements of the job, the cost of obtaining and renewing the occupational first aid certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- c) The person(s) designated as First Aid Attendant(s) shall receive a pay differential of \$25 per semi-monthly pay period.

ARTICLE 17 - TRAINING AND EDUCATION

17.01 Entitlement to Training and Education

- a) The Employer will provide in-house training to all employees in order to satisfactorily perform the duties of their positions and as the need arises to enhance their skills and abilities to take on new responsibilities within the Employer's organization.
- b) In addition to in-house training, all regular employees, who have completed the equivalent of twelve (12) months of continuous full-time employment, will be eligible for a professional development allowance as follows:
 - i) Full-time employees are eligible for reimbursement of a maximum of five hundred dollars (\$500.00) per fiscal year to cover the cost of professional development tuition or course fees and up to five (5) unpaid professional development days per fiscal year to attend job-related classes, conferences, or seminars.
 - ii) Part-time employees are eligible for professional development and unpaid professional development days on a pro-rated basis according to their regular hours worked per month.
 - iii) All professional development requests must be in writing and are subject to the approval of the Employer. Such requests shall not be unreasonably denied.
 - iv) Professional development funds must be used within each fiscal year and will not be carried over to next year. Unused professional development funds will be forfeited. Reimbursement for tuition or course fees is contingent upon the submission of suitable receipts.

ARTICLE 18 – EXPENSES, TRAVEL AND MILEAGE

18.01 Expenses

- a) All necessary and reasonable expenses incurred by employees in the course of conducting business on behalf of the Employer will be paid by the Employer.
- b) Payment shall be made only on the basis of an expense report provided by the employee and approved by the Employer.
- c) Employees will be required to present receipts substantiating claims for expenses.
- d) Upon request, the Employer shall advance such estimated cash as may reasonably be expected to cover the employee's expenses.

18.02 Travel Allowances

- a) An employee required by the Employer to travel will have their travel arranged through the Employer.
- b) An employee required by the Employer to travel in excess of fifty (50) kilometers one way, or to a location where an overnight stay is necessitated, will not be required to book, or pay for any accommodation. The booking and payment for such accommodation shall be the responsibility of the Employer unless otherwise agreed to by the affected employee. Where arrangements are made between an employee and the Employer, the affected employee shall be fully reimbursed by the Employer.

18.03 Meal Expenses

Employees to be reimbursed for the reasonable cost of meals have two options for reimbursement:

- a) They may claim the appropriate *Fixed Meal Allowance* as determined by the *Canada Revenue Agency's* allowable meal rates.

They may claim a reasonable amount with receipts (including gratuities). Such receipts should include the detailed listing of food and drink ordered.

- b) For employees away from home, i.e., requiring accommodation, a one hundred and eleven dollars and ninety-five cents (\$111.95) per diem will be allowed for meals and incidental expenses, which excludes accommodation and travel expenses.
- c) The per diem will be paid at the prevailing exchange rate in the currency of the country travelled to if travel is outside of Canada.

18.04 Travel Time

When an employee works off-site, all time spent traveling by employees, by any means of travel, other than to and from their usual place of work, shall be deemed to be time worked for all purposes under this Agreement except when traveling to or from training or professional development events.

18.05 Mileage

Where an employee is required to use their personal vehicle for work purposes, they will be reimbursed for mileage per the current Canada Revenue Agency automobile allowance rates.

ARTICLE 19 - LAYOFF, SEVERANCE AND RECALL

19.01 Layoff Options

If reduction of staff is necessary, the Employer shall meet with the Union Representative and the following procedure shall be adopted:

- a) The employee with the least amount of seniority in the classification will be the first laid off from the job.
- b) Notwithstanding the above provisions, temporary employees shall be laid off prior to regular employees.
- c) Employees given notice of layoff shall have the following options:
 - i) Elect to be laid off in accordance with Article 19.01(a);
 - ii) Elect severance pay as per Article 19.02 below;
 - iii) Elect to be placed on the recall list as per Article 19.03.

19.02 Severance Pay

- a) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case they shall be deemed to have resigned.
- b) A regular employee who has selected severance pay pursuant to this Article shall be entitled to severance pay in an amount equal to two (2) weeks pay for every year of service or major part thereof, to a maximum of sixteen (16) weeks. In accordance with the following:
- c) Severance pay shall be paid at the prevailing rate of pay of the employee at the time of termination of employment and based on an average weekly earnings calculated over the previous twelve (12) months.

19.03 Recall List

- a) Any regular employee with six (6) months or more service, who is laid off due to lack of work or redundancy and does not elect to receive severance pay, shall be placed on the recall list for a period of one year.
- b) Recall shall be pursuant to the recall and layoff provisions as outlined in Article 19.04.

19.04 Recall

Notice of recall to an employee who has been laid off shall be made by personal email to the employee with a copy to the Union. The employee must respond to such notice within five (5) business days of receiving it or possibly lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby.

19.05 Recall Rights

Employees on the recall list shall have first rights to any vacancy in their former classifications or to a similar classification for which the employee is qualified, and the Employer will not hire for or promote to such a classification while an eligible employee is on the recall list.

19.06 Benefits while on Recall

All benefits coverage shall continue for the remainder of the calendar month that the layoff occurs and thereafter the laid off employee may remain on these benefits at their own cost.

19.07 Recall Reinstatement

Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the recall list. All rights due to seniority under this Agreement shall be unaffected by such a layoff period.

19.08 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.

ARTICLE 20 – BENEFITS

20.01 General

- a) All regular employees who are scheduled to work twenty (20) hours or more per week on a regular basis, and their spouse, including common-law spouses, and dependent children shall be eligible to receive coverage for benefits as outlined below.

Regular employees whose regular shift is less than twenty (20) hours per week shall receive five (5) percent of their gross pay in lieu of benefits. However, if a part-time regular employee who has not been eligible for benefits works twenty (20) or more hours per week for twelve (12) consecutive weeks, they shall be enrolled in the benefits program on the first day of the following month.

- b) Eligible new employees are covered beginning the first of the month following the completion of their probation.
- c) All benefit plan premiums will be paid by the Employer. Participation in the benefits plan is a condition of employment for all new employees as described above; however, employees covered by other medical plans may elect to opt out of medical and dental coverage.
- d) A direct pay card will be provided to all eligible employees.

20.02 Extended Health Care

- a) Eighty (80%) percent prescription drug coverage with an annual maximum coverage of seventy-five hundred dollars (\$7,500).
- b) Prescriptions will be generic unless otherwise specified as medically necessary.
- c) Fertility drugs shall be subject to a lifetime maximum of one thousand dollars (\$1,000).

20.03 Vision Care

- a) Eye exams covered to a maximum of \$100 once every twenty-four (24) months.
- b) Four-hundred dollars (\$400) every twenty-four (24) months for prescription glasses, elective contact lenses and elective laser vision correction procedures.

20.04 Dental

Fees covered are as per the Fee Schedule for the province of British Columbia.

- a) Eighty (80) percent basic coverage with two (2) recalls per calendar year.

- b) Fifty (50%) percent coverage for major services commencing on the first day of the calendar month after an employee's first anniversary of employment.
- c) Annual limit basic/major combined of fifteen hundred dollars (\$1,500).

20.05 Paramedical Services

- a) Eighty (80%) percent coverage to an annual maximum of five hundred dollars (\$500) per licensed practitioner listed below to a total combined annual maximum of two thousand five hundred dollars (\$2,500):
 - i) licensed acupuncturists
 - ii) licensed chiropractors
 - iii) licensed dieticians
 - iv) licensed massage therapists
 - v) licensed naturopaths
 - vi) licensed osteopaths
 - vii) licensed physiotherapists
 - viii) licensed podiatrists and licensed chiropodists
 - ix) licensed speech pathologists
- b) Eighty (80%) percent coverage to an annual maximum of one thousand dollars (\$1,000) combined for licensed practitioners listed below:
 - i) registered clinical counsellors
 - ii) social workers
 - iii) Psychologists

20.06 Travel Medical Insurance

Coverage at one hundred (100%) percent for emergency medical treatment to a maximum of five-million dollars (\$5,000,000) per trip. Coverage is limited to expenses incurred within the ninety days (90) days a member leaves their province of residence.

20.07 Life Insurance

- a) The Life Insurance benefit is fifty thousand dollars (\$50,000). This benefit reduces by fifty (50%) percent at age sixty-five (65). This benefit terminates at age seventy (70) or retirement, whichever is earlier.
- b) Spousal life insurance is five thousand dollars (\$5,000) and dependent child life insurance is two thousand five hundred dollars (\$2,500). This benefit terminates at age seventy (70) or retirement, whichever is earlier. The premiums for spousal and dependent child life insurance shall be paid by the employee.

20.08 Accidental Death and Dismemberment (AD&D)

- a) The AD&D benefit is fifty thousand (\$50,000) dollars. This benefit reduces by fifty (50%) percent at age sixty-five (65). This benefit terminates at age seventy (70) or retirement, whichever is earlier.

20.09 Benefit Details, Changes and Rates

- a) No changes shall be made to the existing benefits and benefit entitlements during the life of this Agreement unless agreed upon by the Parties.

20.10 Benefits While on Leave of Absence

Unless otherwise expressly stated in other provisions of the Agreement, benefits for employees on approved leaves of absence shall be as follows:

- a) Benefits While on Paid Leave:

The Employer will continue to pay employee benefits for the duration of any paid leave of absence.

- b) Benefits While on Approved Leave of Absence without Pay

An employee on an approved leave of absence without pay, for reasons other than sick leave for a period of thirty-one (31) days or more will be required to pay the whole cost of the benefits plan to have their benefits continue.

- c) Benefit Entitlement After Termination/Resignation

The Employer will pay the benefit premium and the employee will be provided with coverage for the remainder of the calendar month in which the employee was terminated or resigned.

ARTICLE 21 - MEDICAL CERTIFICATES AND EXAMINATIONS

21.01 Medical Certificates

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 three (3) days or more. The cost of obtaining such a certificate shall be borne by the Employer.

21.02 Medical Examinations

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

21.03 Confidentiality of Medical Information

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

21.04 Leave for Medical Appointments

Employees will schedule medical and dental appointments outside of their regular working hours whenever possible. If this is not possible, regular full-time employees shall be given a paid leave of absence of up to three (3) hours on no more than three (3) occasions per calendar year. Employees may access accumulated time from their sick leave bank for medical and dental appointments that would otherwise be unpaid.

Employees shall provide reasonable notice to the Employer of upcoming medical and dental appointments to permit client scheduling and/or rescheduling. Leaves of absence under this Article shall not be unreasonably denied.

ARTICLE 22 - HOURS OF WORK

22.01 Standard Working Hours and Days

a) Daily and Weekly Hours

Standard hours of a work week for full-time employees shall be forty hours (40) per work week, achieved by working eight (8) hours per day, which includes paid break(s) as described in Article 22.02 below.

b) Shifts and Shift Schedule Notice

As stated in Article 9.04, preference with respect to shifts and days worked will be in accordance with seniority. In addition, when the demand for neurofeedback increases and extra hours or shifts are required, these shall be offered to employees in a block in seniority order subject to the Employer's operational requirements. Such ongoing increased shifts shall not result in an employee's hours exceeding the standard daily and weekly hours specified in Article 22.01(a) above. Where the assignment of a shift or block of hours would exceed the standard full-time hours, the block will be offered to the most senior employees for whom the block does not exceed the standard full-time daily or weekly hours.

All work schedules will be posted at least fourteen (14) calendar days before their effective date.

When the Employer changes an employee's workday or work week, the employee shall be notified and the change posted fourteen (14) calendar days before the effective date.

When an employee wishes to change their workday or work week, the approval of the Employer must be obtained and posted fourteen (14) calendar days before the effective date.

The fourteen (14) calendar daytime limit may be shortened by mutual agreement between the Employer and the employee.

c) Minimum Call-Out Pay

The Employer shall pay employees reporting for work as required by the Employer their regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of:

- i) where employees commence work, four (4) hours pay unless the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, in which case Article 22.04 applies;
- ii) where an employee is requested to attend a meeting on a day on which they are not scheduled to work, the employee will be paid for the time actually spent at the meeting but will be paid a minimum of two (2) hours for attending the meeting.

22.02 Break Periods

When Neurofeedback Technicians work less than six (6) hours, they shall be entitled to take a paid break of thirty (30) minutes. However, when they are scheduled for shifts of six (6) hours or more, they shall be entitled to an additional paid break of thirty (30) minutes not taken in conjunction with the first break. Neither break shall be scheduled during the first or last half hour of the shift.

Office administration employees who work shifts of four (4) hours or less shall not be entitled to paid breaks. Those who work shifts of between four (4) hours and six (6) hours shall receive a paid break of thirty (30) minutes, and those whose shifts are greater than six (6) hours are entitled to paid breaks totaling forty-five (45) minutes.

Additional break time may be granted by the Employer upon request; however, it will be unpaid.

In the case where lunch relief is not available at the front desk, and an employee is unable to leave for lunch, the lunch period shall be paid at the applicable rate.

22.03 Days of Rest

Employees will be entitled to two (2) consecutive days of rest each calendar week.

22.04 Inclement Weather or Unplanned Closures

On the rare occasion that the Employer's premises are forced to close due to inclement weather or an unplanned closure, staff will be compensated for their regular working hours.

Part-time employees will receive pay for their scheduled hours.

ARTICLE 23 - OVERTIME

23.01 Overtime

- a) Overtime must be pre-approved by the Employer, prior to the commencement of the overtime.
- b) "Overtime" means work authorized by the Employer and performed by an employee more than:
 - i) eight (8) hours in a day;
 - ii) forty (40) hours in a week.

23.02 Overtime Bank and Lieu Time Scheduling

Employees may elect to bank their overtime or have it paid out. The Employer shall maintain an overtime bank for all bargaining unit members (accrued at the applicable overtime rate as per Article 23.04).

- a) Overtime leave will be subject to essential business requirements and will not be unreasonably denied.
- b) Upon termination of employment, the employee will be paid out for all unused overtime at the prevailing hourly rate.

23.03 Overtime Distribution

Overtime will be offered in an equitable manner amongst the employees in a department who are able to perform the work. Such overtime will first be offered to employees on a voluntary basis in the order of seniority. If there are no volunteers, overtime will be assigned based on reverse seniority.

23.04 Overtime Compensation

Should an employee be directed by the Employer to work more than their normal scheduled hours as outlined in Article 23.01, the additional time worked may be banked or paid out as follows:

- a) For employees working more than an eight (8) hour workday, they will be compensated at the rate of one-and-one half (1.5) times for any hours above eight (8) hours per day, and double-time for all hours worked more than twelve (12) hours in a day.
- b) All hours worked more than forty (40) hours in a workweek shall also be compensated at the rate of one-and-one half (1.5) times for all hours after forty (40) hours per week, and double-time for all hours worked more than sixty (60) hours in a week.

23.05 Minimum Paid Periods for Call Ins

When an employee is called into their workplace to work overtime, they will be compensated for a minimum of two (2) hours. An employee scheduled to work on their scheduled day off will be compensated for a minimum of four (4) hours at the applicable overtime rate; however, will not be compensated for time spent travelling to and from their work location.

ARTICLE 24 - VACATIONS AND VACATION PAY

24.01 Annual Vacation

- a) The annual vacation calendar will be from January 1 to December 31.
- b) New employees who start employment after the beginning of the calendar year will have their vacation entitlement prorated during that calendar year.
- c) Regular employees will earn and receive annual vacation with pay and as set out below:

Years of Service	Vacation Entitlement
0-2 years	Ten (10) working days (4%)
2-8 years	Fifteen (15) working days (6%)
8-15 years	Twenty (20) working days (8%)
15+ years	Twenty-five (25) days (10%)

24.02 Proration of Vacation Entitlement

An employee who is absent from work for less than two (2) months will not have their vacation entitlement reduced.

24.03 Banking of Vacation

After two (2) years of employment employees may carry forward up to five (5) days of unused vacation to the following year subject to operational requirements and the approval of the Employer. Such approval shall not be unreasonably withheld. Vacation days carried forward must be used in the following year or they will be forfeited.

24.04 Payout of Unused Vacation

Upon request, employees may have their vacation bank paid out at their current rate of salary.

24.05 Vacation Selection

- a) All vacation requests must be approved by the Employer.
- b) Vacation schedules and subsequent changes to vacation schedules require the prior approval of the Employer.
- c) Approval of or changes to an employee's vacation schedule will not be unreasonably denied and are subject to operational requirements.

Employees who have not used their annual vacation entitlement by September 30th will be required to indicate their plan to utilize their remaining entitlement prior to the end of the calendar year and/or carry forward a portion of their vacation entitlement to the following year in accordance with Article 24.03 above.

- d) Where conflicts arise between employees concerning vacation, subject to operational requirement, seniority will be the governing factor in arranging vacation schedules.
- e) It is the intent of this Article that seniority preferences be exercised amongst employees who are performing work on the same job level or pay grade, or within a work unit of a department.

24.06 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 their current salary rate.

ARTICLE 25 - STATUTORY HOLIDAYS

25.01 Paid Statutory Holidays

- a) For the purpose of this Agreement, the following are acknowledged as paid statutory holidays:

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

- b) If any other public holiday is gazetted, declared, or proclaimed to be a paid public holiday 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.
- c) Should the Employer close its offices between Christmas Day and New Year's Day, this period will be recognized as time off without loss of pay.

25.02 Holiday Pay

- a) When a statutory holiday falls on a day when employees would normally be scheduled to work, those employees who then work on the statutory holiday will be paid at the rate of one hundred and fifty (150%) percent of their regular rate of pay for all hours worked up to 12 in a day, and two hundred percent (200%) for any hours more than 12. In addition, they also shall receive their regular rate of pay for the day.
- b) Employees referred to in 25.02 (a) who work on a statutory holiday may opt to take another paid day off in lieu of the statutory holiday rather than receiving their regular rate of pay on the statutory holiday.
- c) Employees who would normally not be scheduled to work on a statutory holiday and do not work, may opt to either be paid for the holiday at their regular rate of pay for their regular daily hours or take a day in lieu.

25.03 Scheduling Work on Statutory Holidays

When scheduling work on Statutory Holidays, the performance of such work by any employee shall be subject to the following:

- a) The Employer shall offer employees statutory holiday shifts on a rotation, based on the duration of time since the employee last worked on a statutory holiday. Offers will be made in order from longest duration since last statutory holiday worked, to most recent.
- b) If the Employer is unable to secure sufficient personnel to meet the work requirements on a Statutory Holiday or day in lieu, the Employer may, subject to the employee's ability to perform the work, schedule employees who normally perform the available work to do the work in reverse order of seniority, from lowest to highest.

ARTICLE 26 – SICK LEAVE AND LEAVES OF ABSENCE

26.01 Sick Leave

- a) After ninety (90) calendar days of employment, all new employees shall be granted five (5) paid sick leave days and three (3) unpaid sick leave days.
- b) Thereafter, on January 1 of each year or after ninety (90) calendar days from the date of employment, whichever is longer, all regular employees shall be granted eight (8) paid sick leave days.
- c) Sick leave days cannot be carried forward from year to year, and unused sick leave days shall not be paid out upon retirement, resignation or termination.
- d) Sick leave may be used in the event of illness or disability of the employee or the employee's dependent child, or, in the case of critical illness, a member of the employee's immediate family who permanently resides with the employee.

- e) In the event that an employee subsequently receives payment from a third party for sick leave days used, such payment shall be remitted to the Employer and the used sick leave days reinstated to the employee.

26.02 Pregnancy Leave

- a) An employee who qualifies for pregnancy leave shall be entitled to a maximum of 17 weeks without pay in accordance with the *Employment Standards Act* of British Columbia.
- b) No less than thirty (30) days prior to the commencement of the leave, the employee must notify their manager (or designate) of the start date for the leave, the number of weeks leave they intend to take and provide a certificate or letter from a duly qualified medical practitioner, which will state the expected delivery date.
- c) Where an employee gives birth, or the pregnancy is terminated before a request for a leave is made, the Employer shall, on the employee's request and on receipt of a medical certificate stating the employee has given birth or that the pregnancy was terminated, grant the employee leave of absence from work without pay for a period of six (6) weeks, or a shorter period as the employee requests.
- d) Where an employee has been granted pregnancy leave and is, for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work without pay, for a period specified in one or more certificates, but not exceeding a maximum of six (6) weeks.
- e) Should the employee wish to return to work less than 6 weeks from delivery, a request for a shorter period shall be given in writing to the Employer at least one week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- f) Further to the above, an employee will be entitled to five (5) unpaid days leave related to complications arising from fertility treatments.
- g) Should the employee suffer mental or physical illness as a result of childbirth they may, upon presenting to the Employer a medical report from her physician, request and receive an extension of the sixty-one (61) weeks leave of absence described in Art. 26.03(a)(i) below, to a date recommended by the physician.
- h) On return from pregnancy leave, the employee will be reinstated in their former position and receive the same wage rate and benefits as they received prior to such leave including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.

- i) The Employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or parental leave.
- j) When an employee fails to return to work after pregnancy leave, the Employer may elect to fill the resulting job vacancy without posting the job by:
 - i) promotion of another employee from within the department or;
 - ii) changing the status of the temporary employee who relieved the employee on pregnancy leave.
- k) The Employer will continue to pay the benefit premiums while an employee is on pregnancy leave.

26.03 Parental Leave

- a) To request parental leave only, an employee must notify their manager in writing no less than thirty (30) days prior to the commencement of the leave. The notice must include the start and end dates. An employee who qualifies for parental leave shall be entitled to leave without pay in accordance with the *Employment Standards Act* as follows:
 - i) for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise;
 - ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children;
 - 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.
- b) To change to an earlier return date, employees must notify their immediate manager (or designate) in writing no less than thirty (30) days prior to the desired date of return. If the employee fails to provide notice or fails to return to work on the expected return date, the vacancy may be filled on a permanent basis.
- c) Any requests for this leave must be accompanied by legal documentation of the birth or adoption.
- d) An employee shall be entitled to extend the parental leave by up to an additional five (5) weeks, without pay, where it is certified by a medical practitioner that an additional period of parental care is required because the child suffers from a physical, psychological, or emotional condition.

- e) Upon return to work the employee will be reinstated in their former position and receive the same wage rate and benefits as received prior to the leave, including any wage increases and improvements to benefits to which the employee would have been entitled had the leave not been taken.
- f) The Employer will continue to pay the benefit premiums while an employee is on parental leave.

26.04 Bereavement Leave

- a) Leave of absence with pay for three (3) working days shall be granted to an employee in each event of a death of a child, spouse, common-law spouse, sibling, parent, parent-in-law, step-parent, step-sibling, sibling-in-law, grandparent, step grandparent, child of a sibling, step-child of a sibling, sibling of a parent, step-sibling of a parent, guardian and any other person who lives with the employee or is publicly recognized as a member of the employee's family.
- b) 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. Such travel must be at least two hundred (200) kilometers from the employee's residence or a distance that necessitates more than one (1) overnight stay.
- c) To attend a funeral, employees shall be granted four (4) hours' pay to attend as a mourner or pallbearer.

26.05 Court Leave

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:

- a) the selection for and/or service on a jury; or
- b) by subpoena or summons to attend as a witness in any proceeding held;
 - i) in or under the authority of any court of competent jurisdiction or grand jury;
 - ii) before court, judge, justice, magistrate or coroner;
 - iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons;
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
 - v) before the Labour Relations Board of British Columbia or any person or body of persons representing this Board;

- vi) before an arbitrator or any person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- c) If the employee receives any payment, excluding pay for meals, travel, and other expenses, for such duties from any third party, this pay shall be remitted to the Employer. However, such remittance shall not exceed the employee's net pay received from the Employer during the applicable time period.
- d) If an employee is sued or accused of an offence which requires court appearance, the employee shall be granted an unpaid leave of absence to attend court.
- e) If an employee is required to attend court for a private, civil matter, the Employer will grant an employee an unpaid leave of absence for the purpose of attending. Employees are also permitted to use vacation leave.
- f) In the event that an employee is incarcerated while awaiting court appearance or while on trial, such employee shall be granted an unpaid leave of absence for the duration of such period.

26.06 Gender Affirmation Leave

- a) An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender affirmation will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either Article 26.14 or Article 26.01 depending on the employee's request and approval by the Employer.
- b) The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's particular needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment free work environment and not tolerate any discriminatory actions.

26.07 Military Duty

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

26.08 Workers' Compensation Leave

- a) 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.

26.09 Compassionate Care Leave

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

In this section, “family member” means:

- a) a member of an employee’s immediate family; and
- b) any other individual who lives with the employee or is publicly recognized as a member of the employee’s family.

An employee who requests leave under this section is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after the date the certificate is issued, or, if the leave began before the date the certificate is issued, the date the leave began.

The employee must give the Employer a copy of the certificate as soon as practicable.

- a) An employee may begin a leave under this section no earlier than the first day of the week in which the period described in Art. 26.09 above begins.
- b) 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.
- c) A leave taken under this section must be taken in units of one or more weeks.
- d) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in that subsection, the employee may take a further leave after obtaining a new certificate in accordance with the above procedure, which also applies to the further leave.

26.10 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- the care, health or education of a child in the employee’s care; or
- the care or health of any other member of the employee’s immediate family.

26.11 Critical Illness or Injury Leave

An employee will be entitled to unpaid leave to care for a family member whose health has significantly changed due to critical illness or injury. A family member includes immediate family, as well as any other person who lives with the employee or is publicly recognized as a member of the employee's family.

An employee who requests leave under this Article is entitled to the following:

- up to sixteen (16) weeks to provide care or support to a family member who is nineteen (19) years of age or older; or,
- up to thirty-six (36) weeks to provide care or support to a family member who is under nineteen (19) years of age at the start of leave.

The leave must be taken in units of one or more weeks and the employee is entitled to take different periods of leave within fifty-two (52) weeks of the first day leave is taken. If the life of the family member remains at risk fifty-two (52) weeks after the first leave began, the employee may take another leave after obtaining a new medical certificate.

The Employer reserves the right to request a certificate from a medical practitioner or nurse practitioner, and the cost will be borne by the Employer.

This certificate must set out the following:

- length of the leave required;
- that the leave is needed to attend to the family member whose state of health has changed to the extent the family member's life is at risk from the illness or injury; and,
- that the family member's needs can be met by someone who is not a health professional.

26.12 Gender-Based Violence and the Workplace

The Employer recognizes that an employee or an employee's child or dependent sometimes face situations of violence or abuse in their personal life that are directly related to their gender, that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

- a) The Employer agrees to grant an employee up to five (5) days of paid leave and up to five (5) days of unpaid leave per calendar year to deal with issues related to gender-based violence.

- b) Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to gender-based violence shall not be unreasonably denied.
- c) In addition to the time referred to above, the employee will be entitled up to another fifteen (15) weeks of unpaid leave to be taken at a minimum of one week at a time if the violence aligns with the parameters of section 52.5 of the *Employment Standards Act*. Such leave will not be unreasonably denied.
- d) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Employer should not disclose more personal information than is reasonably necessary and only with those who need to know. All personal information concerning gender-based violence should be kept confidential and no information should be kept in the employee's file without their express written permission.

26.13 Trainee Union Representatives

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

- a) The time of the leave will be subject to departmental operating considerations;
- b) The period of absence will not exceed six (6) continuous months, unless otherwise agreed by the Employer;
- c) The employee's wages and benefits will be reimbursed by the Union.

26.14 Other Leaves of Absence

General Leave Without Pay

- i) Subject to the approval of the Employer, a leave of absence without pay may be granted to an employee where there are compelling circumstances. Included with the written request for leave of absence the employee must state the anticipated date of their return to work.
- ii) In the event of a leave of absence exceeding one (1) month, the employee absent from work shall reimburse the Employer for the full costs of benefits premiums. The method of repayment to the Employer shall be arranged prior to commencing the leave of absence.

Voting Leave

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

First Responder Leave

Employees who are volunteer emergency and rescue workers will receive five (5) days unpaid leave to provide emergency services when dispatched.

26.15 Duty to Accommodate

The Parties agree that the duty to accommodate can arise at any point in the employment relationship, and it is intended to provide and ensure equitable access to employment opportunities and fair treatment in the workplace. Accommodation refers to modifying employment requirements, rules or policies that could be considered discriminatory because they have a negative effect on an individual or protected group under the *Human Rights Code* (the “Code”).

The Parties recognize that the duty to accommodate is a tripartite process that involves the Employer, the Union and the employee, who will work together to attain the objective set out in the Code, and as such, the Parties understand the following:

- a) The Parties recognize, that despite the advantages of a collaborative approach to accommodation issues, clear and timely decisions are required in order to:
 - avoid unnecessary delay and uncertainty; and,
 - allow the Parties to pursue dispute resolution steps.
- b) An employee seeking an accommodation will submit their request in writing, outlining:
 - the nature of the accommodation request and on which prohibited ground the employee is seeking to be accommodated;
 - sufficient information or documentation that is reasonably necessary to substantiate the accommodation request.
- c) The Employer, upon receipt of the request, will provide it to the Union representative and the Parties will arrange to consult and engage in the duty to accommodate process. This will include the Employer, the Union and the employee.
- d) Once an accommodation is agreed to, the Parties will finalize such agreement with an Accommodation Agreement to reflect the terms and conditions of the accommodation agreement.
- e) If an agreement cannot be reached, the employee will have the ability to address through the grievance procedure, or any other resolution process.

ARTICLE 27 – TECHNOLOGICAL CHANGE, SECTION 54, AND SECURITY OF BARGAINING UNIT WORK

27.01 Technological Change

“Technological Change” in this Article means:

- a) The introduction by the Employer into its business of the equipment, materials, or technology of a different nature or kind than previously utilized by the Employer in the operation of its business, and;
- b) A change in the manner in which the Employer carries on the business that is directly related to the introduction of that equipment, material or technology.

27.02 Loss of Employment

- a) In the event that a change referred to in (a) above is expected to result in an employee or employees losing employment or suffering a reduction in hours or wages, the Parties agree to follow the process outlined following to resolve the matter.

27.03 Process

- a) The Employer will notify the Union of such a technological change at least sixty (60) days prior to the date on which such change is to be implemented. Such notice shall be in writing and shall state:
 - i) The nature of the technological change;
 - ii) The date upon which the Employer proposes to implement the change;
 - iii) The number and type of Employees likely to be affected by the Technological change;
 - iv) The effect that the technological change is likely to have on the terms and conditions or security of employment of the Employees affected.
- b) Upon receipt of such notice by the Union, the Parties shall arrange a meeting or meetings for the purpose of conducting discussions.

27.04 Section 54 Workplace Changes

- a) The Employer will provide the Union with information as far in advance as possible of any proposed significant technological change. Any disputes arising in relation to technological change shall be discussed between representatives of the two Parties.
- b) If the Employer plans to introduce a change that will affect the terms, conditions or security of a significant number of employees in the bargaining unit, the Parties agree that they will comply with and follow the procedures specified in Section 54 (1) of the Labour Relations Code of BC with respect to the provision of notice and the development of an adjustment plan.

- c) If a dispute arises regarding the change or the adjustment plan that cannot be settled in direct negotiations, either party may refer the matter directly to an arbitrator under Article 10.08 of this Agreement, bypassing all other steps in the grievance procedure.
- d) The arbitrator shall decide whether the Employer has introduced, or intends to introduce, a change that does or does not comply with the provisions of Section 54 (1) of the Labour Relations Code.
- e) The arbitrator shall inform the Chairperson of the Labour Relations Board of their findings and shall issue any orders necessary to resolve the dispute in accordance with the provisions of Sections 54 (1) and 54 (2) of the Code and to resolve any other related matters as the arbitrator may deem appropriate.

27.05 Security of Bargaining Unit Work

The Parties recognize and acknowledge that work that is normally and customarily performed by members of the bargaining unit shall not be contracted out or performed by non-bargaining unit employees other than the following exceptions:

- a) In the event of an unplanned or unforeseen short-term absence by a bargaining unit employee that cannot be backfilled by another bargaining unit employee, a manager or non-bargaining unit employee may backfill the absent employee on a temporary basis in order to meet scheduled client obligations.
- b) With respect to the administration of neurofeedback to clients, nothing in this Agreement prevents this client service from being performed by the Director of Neurofeedback, the Managing Director or a qualified counsellor where circumstances warrant.

ARTICLE 28 - MAINTAINING LABOUR RELATIONS

28.01 Labour Management Meetings

- a) The Parties shall form a Labour Management Committee and shall meet as the need arises, but no less than once every quarter, 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 Labour Management Committee meetings 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 Labour Management Committee shall be comprised of two (2) members appointed by the Employer and two (2) members appointed by the Union.

ARTICLE 29 – GENERAL PROVISIONS

29.01 Impact of Legislation

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

29.02 Superior Terms and Conditions to Continue

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

29.03 Indemnity

- a) The Employer will:
 - i) indemnify and save harmless employees from any liability action arising from the performance of their duties for the Employer; and
 - ii) assume all costs, legal fees, and other expenses arising from any such action.
- b) Criminal Actions – Where an employee is charged with an offence resulting directly from the performance of their duties, the employee will be reimbursed for all legal fees.
- c) The Employer will have the sole and exclusive right to settle any claim, action, or judgment or bring or defend any litigation in respect of them.

29.04 Preparation and Distribution of the 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) The cost of printing the Agreement shall jointly be borne by the Parties.
- 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.

29.05 Workload

Any employee or group of employees concerned about their workload shall first discuss the matter with the Operations Manager or Director of Neurofeedback. The Operations Manager, Director of Neurofeedback, or designate shall investigate the matter and take such decisions as they feel are appropriate to resolve the matter.

The employee(s) involved shall have the right to have a job steward or union representative present during any discussions under this section and shall be advised of that right.

29.06 Union Label

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 and The Union Label shall remain the sole property of the Union.

29.07 Surveillance Cameras

- a) The Parties recognize and acknowledge that the Employer currently operates cameras in the workplace to protect the Employer and employees from theft and to protect employees from the safety risks associated with running a business where clients attend in person.
- b) There shall be no surveillance cameras in employee lunchrooms, rest areas or personal hygiene facilities.
- c) The surveillance cameras shall not record any audio.

- d) The Employer will establish adequate policies and procedures to ensure the following:
 - i) That access to any surveillance footage shall be restricted to a minimal number of authorized individuals (the “Authorized Individuals”) and that the Employer identify the Authorized Individuals to the Union;
 - ii) That the Authorized Individuals shall only review surveillance footage to investigate a security or safety incident, such as a criminal activity, or where a review of surveillance footage is authorized by the Personal Information Protection Act or by other law;
 - iii) That current and new employees shall be informed about the purpose of the surveillance cameras and their locations;
 - iv) That any surveillance footage be securely stored and compliant with the relevant privacy legislation.
- e) Where video evidence is being relied upon by the Employer for employee discipline, employees will be afforded an opportunity to review the video evidence prior to answering any questions on the subject of the video.
- f) The Union will be provided with a copy of such video evidence.

ARTICLE 30 - NO STRIKE OR LOCKOUT

30.01 No Strike or Lockout

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

ARTICLE 31 – DURATION OF AGREEMENT

31.01 Duration – 3 years

This Agreement shall be binding and remain in full force for the period from date of agreement, **February 1, 2025** to and including **January 31, 2028**.

31.02 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.

31.03 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.
- b) 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.

31.04 Exclusion of Operation: Section 50(2) and 50(3) L.R.C.

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

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

Any memoranda agreed by the Parties may be added onto this Agreement.

Wherever the singular or gendered language is used in this Agreement, the same shall be construed as meaning the plural or the gender-neutral where the context or the Parties hereto so require.

31.05 Incorporated Documents

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

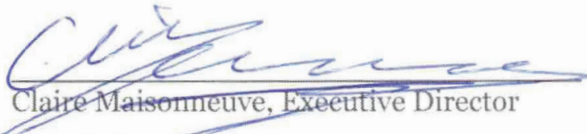
31.06 Notification of Employer Policies and Procedures

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.

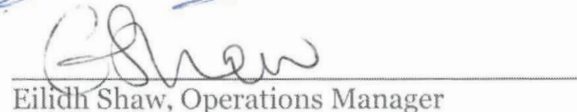
Signed this 29th day of April

, 2025.

Signed on behalf of the Employer

A blue ink signature of Claire Maisonneuve, written in a cursive style.

Claire Maisonneuve, Executive Director

A black ink signature of Eilidh Shaw, written in a cursive style.

Eilidh Shaw, Operations Manager

Signed on Behalf of the Union

A black ink signature of Sara Colliss, written in a cursive style.

Sara Colliss, Union Representative

A black ink signature of Darius Kian, written in a cursive style.

Darius Kian, Bargaining Committee

APPENDIX “A”

WAGE GRID:

February 1, 2025 – February 1, 2028

Effective February 1, 2025

	On hire	4 months	1 year	2 years
	Step 1	Step 2	Step 3	Step 4
		+3%	+4%	+5%
Direct Neurofeedback Technician	\$26.50	\$27.30	\$28.39	\$29.81
Office Administrator	\$24.50	\$25.24	\$26.24	\$27.56

3% Increase

Effective February 1, 2026

	On hire	4 months	1 year	2 years
	Step 1	Step 2	Step 3	Step 4
		+3%	+4%	+5%
Direct Neurofeedback Technician	\$27.30	\$28.11	\$29.24	\$30.70
Office Administrator	\$25.24	\$25.99	\$27.03	\$28.38

3% Increase

Effective February 1, 2027

	On hire	4 months	1 year	2 years
	Step 1	Step 2	Step 3	Step 4
		+3%	+4%	+5%
Direct Neurofeedback Technician	\$28.11	\$28.96	\$30.12	\$31.62
Office Administrator	\$25.99	\$26.77	\$27.84	\$29.23

Signing Bonuses

Less than 1 year of service	\$300
Between 1 year and 2 years of service	\$1,000
Between 2 and 5 years of service	\$1,500
More than 5 years of service	\$2,000

Neurofeedback Employees' Incentive Pay*

Neurofeedback 10 Session Referral	5% commission on a 10-session NF package
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