

COLLECTIVE AGREEMENT

between the

PACIFICA HOUSING ADVISORY ASSOCIATION

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

Effective from July 1, 2023 to June 30, 2025

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Use of Terms

The parties agree that non-gendered language such as them, they, their, shall be utilized in place of he, she, him, her throughout the collective agreement.

1.5 No Discrimination

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

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

ARTICLE 2 - DEFINITIONS

2.1 Employees

(a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Clause 14.2(a) - Hours of Work. These employees are entitled to all benefits outlined in this collective agreement.

(b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 - Hours of Work. A regular part-time employee is entitled to all benefits of this agreement on a prorated basis except as provided for in Article 27 - Health and Welfare Benefits.

- (c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30 Casual Employees.
- (d) Approval of written requests from regular employees to change their regular position and move to casual status will not be unreasonably withheld.

2.2 Other Definitions

- (a) "*Classification*" defined for the purposes of the collective agreement as those classifications listed in Appendix 1 - Wage Grid. Each regular employee will be assigned to a classification.
- (b) "*Common-law Spouse*" and "*Common-law Partner*" mean two people who have cohabited as spousal partners for a period of not less than one year.
- (c) "*Day*" is a calendar day based on a 24-hour clock (i.e. 0001-2400 hours), unless otherwise noted.
- (d) "*Union*" means the Union that represents the employees in the certification. Correspondence to the "*Union*" shall be forwarded to the staff representative employed by the BCGEU.
- (e) "*Emergency*" means a situation that bears or has the capacity to bear significant risk to property or person that would affect the organization, clients, residents, tenants or staff.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the *Labour Relations Code* at the following locations:

- 940 Hecate Street, Nanaimo, BC (Pacifica Seniors Lodge);
- 6025 Uplands Drive, Nanaimo, BC (Uplands Walk);
- 2060 Labieux Road, Nanaimo, BC (Nikao);
- 827 Fisgard St, Victoria;
- 826 Cormorant St, Victoria;
- 832 Cormorant St, Victoria;
- 770 Cormorant St, Victoria;
- 360 Gorge Rd East, Victoria (Medewiwin);
- 246 Gorge Rd East, Victoria (Waterview);
- 950 Humboldt St, Victoria (Camas Gardens);
- 105 Wilson St, Victoria (Wilson's Walk);
- 3293 Douglas St, Saanich (Clover Place);
- 612 Goldstream Avenue, Langford (Oak Park 2);
- 7606 E Saanich Rd, Saanichton (Aurora).

3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

3.3 Correspondence

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

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.
- (b) A steward, or alternate, must obtain the permission of their immediate supervisor before leaving work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (c) Where the shop steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.
- (d) Notwithstanding (c) above, when the Employer calls a meeting for the purposes of imposing discipline, or conducting an investigation that may lead to discipline, and a shop steward has been asked to attend, the Employer will make every reasonable effort to ensure that the meeting is scheduled during the shop steward's regular working hours. If a shop steward attends such a meeting it will be without loss of pay.
- (e) Duties of the steward are:
 - (1) investigation of complaints, with an allowance for a pre/post meeting with the employee;
 - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure, which should also be done outside of core working hours unless attending discipline or grievance meetings, with an allowance for a pre/post meeting with the employee;
 - (3) supervision of ballot boxes and other related functions during ratification votes;

- (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (5) attending meetings called by the Employer; and
- (6) other responsibilities as needed with prior permission granted by the Employer .

3.7 Bulletin Boards

The Employer shall provide a bulletin board within each of its facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the affairs of the Union.

3.8 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body;
- (4) to the grievor to attend an arbitration board or any other labour relations body.
- (5) to all members of the Union Bargaining Committee to attend negotiation sessions, including union caucus meetings; as well as supervision of ballot boxes and other related functions during ratification votes as described within 3.6 e(3).

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties as per Clause 3.6 - Recognition and Rights of Stewards, with the exception of supervision of ballot boxes and other related functions during ratification of votes as described within 3.6 e (1) and 3.6 e (3) ;
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;

(c) *Unpaid Leave - Union Business or Full-Time Union or Public Duties*

- (1) Long-term leave of absence without pay and without loss of seniority will be granted:
 - (i) For employees elected to a full-time position with the Union for a period of one year;
 - (ii) For an employee elected to the position of President or Treasurer of the B.C. General Employees' Union;
 - (iii) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(2) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

(i) For employees to seek election in a municipal, provincial, federal, first nations or other Aboriginal election for a maximum period of 90 days;

(ii) For employees elected to a public office for a maximum period of five years.

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

3.9 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay, unless the employee is an essential worker. A list of essential workers will be determined by the Union and management.

(b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action, unless the employee is an essential worker.

3.10 Labour Relations Code

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

3.11 Emergency Services

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

ARTICLE 4 - UNION SECURITY

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the union constitution and/or bylaws and owing by the employee to the Union.

Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted. All deductions shall be

remitted to the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee and a list of the employees who have ceased employment with the Employer during the month.

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file format ".csv":

- (1) Member SIN (9 digits, no dashes or spaces);
- (2) Member Last Name;
- (3) Member First Name;
- (4) Dues (No commas or dollar signs);
- (5) Gross Wages for Period (No commas or dollar signs);
- (6) Job title of position currently held;
- (7) Service Start Date (YYYYMMDD);
- (8) Appointment Code (Regular, Casual);
- (9) Current worksite;
- (10) Member Mailing Address;
- (11) Member Work Phone (10 digits, no dashes or spaces);
- (12) Member Home Phone (10 digits, no dashes or spaces);
- (13) Member Home Email; and
- (14) Service End Date (where applicable) (YYYYMMDD).

The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint, it will be directed to the BCGEU Privacy Officer.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring.

(b) The Employer will notify the steward of new employees and of their primary work location within 30 days of the start date of the new employee. A union steward will be given an opportunity to orient each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. The Union and Employer will mutually agree on the date, time and location for new employees to be oriented with their Union within the 30-day time period as dictated by operational requirements.

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Representatives

The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business. Representatives of the Union shall notify the designated Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances. No overtime or additional cost shall be incurred by the Employer.

8.3 Labour Management Committee

(a) There shall be established a labour/management committee composed of two union representatives and two employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four union representatives and four employer representatives. Two union representatives shall be from the Victoria region and two union representatives shall be from the Nanaimo region. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) The Committee shall meet at least once every 90 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

(c) An employer representative and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an

employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer.

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

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

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

8.4 Technical Information

(a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes as outlined in Article 5.

(b) The Employer shall identify and provide the list of employees to the Union once per year.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

For the purposes of this article, a day is defined as a 24-hour period during a week-day, not including holidays.

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement;
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit; shall be resolved in accordance with the following procedures.

9.2 Step

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

9.3 Time Limits to Present Initial Grievance

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

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

- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

9.4 Step 2

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

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

- (b) *The local supervisor shall:*

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

9.5 Time Limit to Reply to Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within 14 days of receiving the grievance at Step 2.

9.6 Step 3

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

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

9.7 Time Limit to Reply to Step 3

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

9.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10 - Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received; or
- (b) 30 days after the Employer's decision is due.

9.9 Amending of Time Limits

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

9.10 Delivery Methods

A grievance or a reply is considered to be in writing when delivered by email, registered mail, or it has been delivered with an acknowledgement signature. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked, and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by email.

9.11 Dismissal or Suspension Grievance

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

9.12 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

9.13 Policy Grievance

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

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

9.14 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate.

9.15 Employer Measures

In addition to the provisions outlined in the grievance procedure, the Employer may secure a mediator to help settle disputes at any time during this process, at the Employer's cost. The selection of the Mediator

must be mutually agreed upon by the parties. The parties may proceed arbitration should they fail to reach an agreement at mediation.

ARTICLE 10 - ARBITRATION

10.1 Notification

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

10.2 Appointment of the Arbitrator

The Arbitrator shall be selected by mutual agreement of the parties.

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Expenses of Arbitrator

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

10.6 Amending Time Limits

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

10.7 Witnesses

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

10.8 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (g) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) Dismissals;
 - (2) Rejection of probation;
 - (3) Suspensions in excess of 20 workdays;
 - (4) Policy grievances;
 - (5) Grievances requiring substantial interpretation of a provision of this agreement;
 - (6) Grievances requiring presentation of extrinsic evidence;
 - (7) Grievances where a party intends to raise a preliminary objection;
 - (8) Demotions.

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

- (h) A grievance determined by either party to fall within one of the categories listed in (g) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.2.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

- (a) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal shall be forwarded to the President of the Union or the designated staff representative within seven days.

(b) A suspension of indefinite duration shall be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include letters of reprimand.
- (b) An employee shall 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 shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (d) Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction, or upon resignation by the employee.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.5 Personnel File

- (a) Once per year, an employee shall be entitled to review their personnel file in the presence of a designated management representative. A formal request to view the employee's personnel file shall be made in writing via email or letter, and management shall respond within five days of receipt. During the file review, the employee shall not add or remove items to the personnel file, but may make a request to have the items copied.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

11.6 Right to Have Union Representative Present

- (a) An employee shall have the right to have a steward present at any meeting with supervisory personnel, which is the basis of disciplinary action. Where a supervisor intends to meet with an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the meeting in order that the employee may contact a steward, providing that this does not result in an undue delay of the meeting. This clause shall not apply to those meetings that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any meeting with supervisory personnel, which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the meeting.
- (c) No employee shall be required to sign a "*Waiver of Union Representative*" without first speaking with a union staff representative or their designate.

11.7 Abandonment of Position

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

11.8 Probation

(a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.2 - Dismissal and Suspension of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for all other employees shall be six months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period shall not exceed nine calendar months.

(c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months.

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

11.9 Employee Investigations

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

(b) The Employer will make every effort to complete its investigation within 14 days.

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) Seniority includes employment with the Employer prior to certification and shall be as follows:

(1) Regular full-time employees shall accrue seniority based on all straight-time hours worked, with the exception of overtime, which includes all seniority as a regular part-time employee and as a casual employee and shall include all absences for which seniority continues to accumulate.

(2) Regular part-time employees shall accrue seniority based on all straight-time hours worked, with the exception of overtime.

(3) Casual employees shall accrue seniority on an hourly basis for all straight-time hours worked, with the exception of overtime.

(4) For the purpose of part-time and casual seniority, seniority shall be credited as all straight-time hours worked for with the exception of overtime, and shall include all absences for which seniority continues to accumulate.

(5) Regular full-time employees who are returned to either part-time or casual status shall maintain their seniority hours.

(b) Hours worked will include all hours an employee is on unpaid leave due to a workplace injury or illness, pregnancy, parental or adoption leave, and union leave. Seniority will continue to be credited during an employee's absence due to workplace injury or illness, pregnancy, parental or adoption leave and union leave. For casual and part-time employees such seniority will be calculated based on the hours worked in the six calendar months immediately prior to the leave commencing.

12.2 Seniority List

The Employer will prepare at a minimum every three months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification.

The regular seniority list shall be provided to the Union and posted by the Employer at all worksites for 90 days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes for the duration of that posting period.

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

12.3 Loss of Seniority

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

- (a) they are discharged for just cause;
- (b) subject to Clause 12.5 - Bridging of Service, they voluntarily terminate their employment or abandon their position, as per Clause 11.7 - Abandonment of Position;
- (c) they are on layoff for more than two years;
- (d) upon being notified by the Employer by email at their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees shall have up to 14 days to return to work;
- (e) they are permanently promoted to an excluded position and does not return to the bargaining unit within six months.

12.4 Re-Employment

If an employee resigns their position (casual, part-time, or full-time) and wishes to re-join the organization, they must re-apply to a published vacant position within the organization. Once re-employed, the employee shall retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements provided a probationary period is successfully met. For re-employment to take place, the individual must be the successful candidate during the application process and the re-employment process is completed within 90 days of resignation.

12.5 Bridging of Service

A regular employee who is granted an unpaid leave of absence, as per Clause 20.8 to care for a dependent child/children, spousal illness/disability, or an aging parent shall be credited with the length of service accumulated at the start of the unpaid leave of absence once this absence has concluded. The following conditions shall apply:

- (a) an employee shall notify the Employer in writing as far in advance as possible, but not less than four weeks in advance of the commencement date of Leave of Absence;
- (b) leave granted under this clause shall count for the calculation of "*continuous employment*" for the purpose of calculating severance pay. Time spent on such leave shall count for pay increment purposes.
- (c) the employee must have been a regular employee with at least two years of service seniority at time of the unpaid Leave of Absence;
- (d) the break-in service shall be for no longer than two years;

12.6 Same Seniority

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four hours per week, or that results in the elimination of health and welfare benefits.
- (c) It is understood that a reduction of hours at an employee's request, which is in excess of four hours per week or results in the elimination of health and welfare benefits for that employee, is not considered to be a layoff. Such requests must be made in writing and a copy will be provided to the Union within 48 hours of the Employer receiving the request.

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under Clause 13.3 - Layoff, the Employer may canvass employees in order to invite:
- (1) placement on the casual call-in and recall lists with no loss of seniority;
 - (2) early retirement; or
 - (3) other voluntary options, as agreed to by the Union and the Employer.

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

- (b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

13.3 Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority within the appropriate shift within their program/worksites.

13.4 Bumping

- (a) The date the layoff will commence will be identified.
- (b) The employee may choose:
- (1) placement on the casual call-in and recall lists with no loss of seniority; or
 - (2) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, providing they are qualified to satisfactorily perform the duties; or
 - (3) to displace the least senior employee in another classification with the equivalent hours, provided the employee has previously worked within the program and they are qualified to satisfactorily perform the duties; or
 - (4) to displace the least senior employee amongst the group of employees in the same classification whose hours are, firstly, up to five hours less per week than the employee; and secondly, any other group of employees within the next or a subsequent five-hour time band providing they are qualified to satisfactorily perform the duties; or
 - (5) to displace the least senior employee amongst the group of employees in another classification whose hours are, firstly, up to five hours less per week than the employee; and secondly, any other group of employees within the next or a subsequent five-hour time band provided the employee has previously worked within the program and they are qualified to satisfactorily perform the duties.
- (c) Bumping rights must be exercised within five days of notification of layoff by providing written notice to the Chief Executive Officer or designate. There shall be a maximum of three bumps.

- (d) Displacements shall not result in a promotion.
- (e) An employee who elects to displace as noted in Clause 13.4(b)(3)(4)(5) - Bumping shall be offered, in order of seniority, the first vacancy in their former classification with the equivalent number of hours, or less, that they were working prior to their layoff, prior to the application of the recall provision.
- (f) Employees who are eligible to bump will need to be qualified for the desired position.

13.5 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier. Employees must accept recall within seven days of receipt of the priority courier. Employees shall have 14 days after accepting recall to return to work.
- (b) The recall period shall be:
 - (i) Less than 1000 seniority hours = one month recall
 - (ii) 1000 to 2000 seniority hours = three months recall
 - (iii) 2000 to 4000 seniority hours = six months recall
 - (iv) Greater than 4000 seniority hours = 12 months recall
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.6 Advance Notice

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

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

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

13.8 Worksite Closure

- (a) Where the Employer closes a worksite or discontinues a program, the Employer will inform the Union. Following communication, where the Employer offers positions to all or part of the staff affected, the following shall apply:
 - (1) Employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of two months.
 - (2) If the downward classification lasts longer than three months, no employee shall suffer more than 10% reduction in their basic pay.

- (b) An employee who is classified downward as per (2) above shall be offered, in order of seniority, the first vacancy in their former classification with the equivalent number of hours, or less, that they were working prior to their layoff, prior to the application of the recall provision.
- (c) Bumping options for employees that remain with the organization after the site has closed are to follow the provisions identified within Clause 13.4.

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

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

14.2 Hours of Work

- (a) The normal hours of work of a full-time employee will be up to 40 hours per week or an equivalent.
- (b) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they are not required to work, the employee shall be paid a minimum of two hours at their regular rate or a minimum of four hours at their regular rate if their shift is over eight hours.
- (c) (1) Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:
 - (i) casuals
 - (ii) part-time employees
 - (iii) full-time employees
- (2) Additional hours shall be compensated as per Appendix 1 (Wage Grid). Additional hours shall be used to calculate all benefits of this collective agreement except as provided in Article 27 Health and Welfare Benefits.

14.3 Rest Periods

- (a) Rest periods shall be taken without loss of pay to employees.
- (b) All employees shall have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (c) Employees working a shift of four hours, but not more than six hours, shall receive one rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

14.4 Meal Periods

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall not be less than 30 minutes and not more than 60 minutes. Meal periods are unpaid.

(b) An employee shall be entitled to take their meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time including the accrual of all benefits of the collective agreement. Where employees are required to remain at work during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.

14.5 Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay other than the following:

- (a) An employee who is required to attend a staff meeting outside of their regular working hours shall be paid a minimum of two hours for their attendance at the meeting.
- (b) Employees who are not working on the day of the meeting may be scheduled into the regular work schedule as a two-hour shift for the duration of the meeting. They shall be paid their applicable rate of pay for the two-hour shift. Where the meeting is longer than two hours employees shall be compensated at straight-time rates in 15-minute increments.
- (c) When the meeting is voluntary, the employee has no obligation to attend.

ARTICLE 15 - SHIFTS

15.1 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer. Shift exchange can only occur during the same pay period, must not result in an employee incurring overtime, and employees must provide five days' notice whenever possible.

15.2 Work Schedules

- (a) Work schedules must be posted 14 days in advance of the beginning of the work schedule. Changes to the posted work schedule may be made with less advance notice in the event of an emergency.
- (b) Work schedules shall be filled in accordance with callout procedures.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
 - (1) the maximum daily hours for those employees who are part-time or casual;
 - (2) the scheduled daily hours of a full-time employee, including those working under an averaging agreement.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement shall be calculated in 15-minute increments.

16.3 Recording of Overtime

- (a) Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.
- (b) An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

16.4 Sharing of Overtime

Overtime work shall be allocated equitably within a program/worksites in the following manner:

- (a) In the event of an emergency, the overtime shall first be offered in order of seniority to the employees currently on shift at the time the overtime becomes available.
- (b) If the overtime available at 16.4(a) has not been filled the next senior employee shall be offered the overtime.
- (c) Subsequent overtime shall be offered by seniority and shall be rotated in the following manner:
 - (1) senior employee gets first offer;
 - (2) subsequent overtime gets offered to the next senior employee;
 - (3) the process would continue for all subsequent overtime until the list is exhausted and then would restart with the most senior employee;
 - (4) once an employee has accepted a shift they shall not be offered a shift until all other staff have been rotated through the overtime offering.

16.5 Overtime Compensation

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

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

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

Employees who are requested to work on their scheduled day of rest shall be paid:

- (1) regular time for hours worked on the day of rest up to eight hours;
- (2) time and one-half for all hours worked in excess of 40 hours in that week and/or time and one-half the first two hours of OT worked in excess of eight hours on that day of rest;
- (3) double-time for all hours worked in excess of the two hours referred to in (b) above.

Maintenance employees may elect to take overtime compensation as time off in lieu. There shall be a limit of one lieu day per pay period and it must be taken within two pay periods. If the time banked in lieu is not taken within two pay periods it will be paid out at the rate it was earned.

16.6 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) When an employee is required to work overtime as a result of an emergency situation, the Employer shall pay for any reasonable dependent care expenses incurred by the employee. Dependent care expenses, normally paid by the employee, will require proof of payment.

16.7 Callback Provisions

Employees called back to work, to work overtime shall be compensated for a minimum of two hours at applicable overtime rates, without the rest interval in Clause 16.8.

16.8 Rest Interval

An employee required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates at time and one-half shall apply to all hours worked on the regular shift, which fall within the eight-hour period.

ARTICLE 17 - HOLIDAYS**17.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

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

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the Employer shall pay the employee the statutory day.

17.4 Holiday Falling on a Workday

- (a) An employee who is required to work a designated holiday shall be compensated at time and one-half for the hours worked. Regular full-time employees shall also be paid the statutory holiday.
- (b) An employee working a shift starting on the day before a paid holiday will be paid time and one-half for the entire shift provided the majority of hours fall on the paid holiday.

17.5 Holiday Coinciding with a Day of Vacation

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

17.6 Religious and Ethno-Cultural Holidays

An employee shall have the option of working Boxing Day and Easter Monday if their worksite is open, in exchange for two paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Clause 17.1 - Paid Holidays. Employees exercising this option shall not be entitled to compensation pursuant to Clause 17.4 - Holiday Falling on a Workday on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

Notice shall be provided to the Employer when submitting vacation time.

17.7 Other Observances

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (b) Employees shall provide the Employer with the dates of the four days for which leave will be requested at the time of annual vacation request submission.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

- (a) The vacation calendar shall commence July 1st of each year.
- (b) Employees with one or more years of continuous service shall have earned the following vacation with the appropriate pay (as a percentage of earnings):

	Percent
(1) 1 year continuous service	6.0%
(2) 2 years continuous service.....	6.0%
(3) 3 years continuous service.....	6.4%
(4) 4 years continuous service.....	6.4%
(5) 5 years continuous service.....	6.8%
(6) 6 years continuous service.....	7.2%
(7) 7 years continuous service.....	8.4%
(8) 8 years continuous service.....	8.4%
(9) 9 years continuous service.....	8.8%

(10)	10 years continuous service.....	9.2%
(11)	11 years continuous service.....	9.6%
(12)	12 years continuous service.....	10.00%
(13)	13 years continuous service.....	10.00%
(14)	14 years continuous service.....	10.40%
(15)	15 years continuous service.....	10.80%
(16)	16 years continuous service.....	10.80%
(17)	17 years continuous service.....	11.20%
(18)	18 years continuous service.....	11.60%
(19)	19 years continuous service.....	12.00%

18.2 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority within each program/worksite.
- (b) An employee shall be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the employee's first choice of a vacation period. Seniority shall prevail in the second vacation period, but only after all other "first choice" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.
- (c) Regular vacations shall have priority over vacation time carried over under the provisions of Clause 18.3 - Vacation Carryover.

18.3 Vacation Carryover

- (a) A regular employee may carry over up to five days' vacation leave per year; except that such vacation carryover shall not exceed 40 hours at any time. Employees are expected to take vacation in the year it is earned.
- (b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.4 Vacation Schedules

- (a) Employees shall submit their vacation requests to the supervisor on or before:
 - (1) March 1st for the period July 1st through December 31st, and
 - (2) September 1st for the period January 1st through June 30th.

In the absence of a vacation request the Employer reserves the right to request that an employee schedule vacation, prior to fiscal year end.

The Employer shall approve the vacation schedules within two weeks of the closing dates for vacation requests.

- (b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who changes their work line where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, reasonable effort shall be made to grant vacation at the time of the employee's choice.

18.5 Vacation Schedule Changes

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

18.6 Vacation Pay Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Clause 18.1 - Annual Vacation Entitlement.

18.7 Vacation Credits upon Death

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

18.8 Approved Leave of Absence with Pay during Vacation

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this section shall only apply when the period of illness or injury is in excess of two days and a note from a qualified medical practitioner will be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.9 Vacation Interruption

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

18.10 Prime Time Vacation Period

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

ARTICLE 19 - WELLNESS LEAVE

19.1 Wellness Leave Credits

Pacifica Housing recognizes that at times throughout the year employees may need time off work to manage illness, mental health, or injury to self or a close family member. The purpose of this policy is to provide employees with income protection for absences due to illness or non-serious injuries, traumatic experiences that affect physical, emotional, psychological employee health, medical or dental appointments, or illnesses within the employee's immediate family. Exceptions to this policy must be approved by the Chief Executive Officer.

Wellness time will be accrued at 4% of paid worked hours. In addition, upon completion of 90 days employment employees will have access to a bank of five (5) wellness days. Payment for such wellness days shall be defined as an "*average day's pay*" and shall follow the calculation of sick pay under BC Employment standards. Employees may immediately access their five (5) wellness days in their entirety upon completion of 90 days employment or the start of the fiscal year (whichever may be applicable).

The additional 4% wellness time may be used as it accrues. However, employees cannot exceed that which has accrued and as such will not be permitted to go into a wellness deficit. Wellness entitlements will follow the fiscal year of July 1 to June 30. Unused wellness leave will expire at the end of the fiscal year and will not carry over to next year. Payment for unused wellness leave will not be made.

Should an employee use Wellness Leave, the employee must notify their manager in the form of an email, phone call, or otherwise determined by the employee and manager.

After an absence of more than three days and prior to returning to work, the Employer may request an employee to provide a doctor's note from their physician confirming illness preventing them from attending the worksite and stating the employee is medically fit or not medically fit to perform their position duties. Under extraordinary circumstances the Employer may request a medical fitness assessment confirming whether the employee is medically fit or not medically fit to perform their position duties.

Once an employee's wellness leave has been exhausted the employee may apply for Employment Insurance Sickness Benefits through Service Canada. If an illness continues beyond 17 weeks, employees can apply for Long-Term Disability benefits.

Instances related to planned self-care not related to illness, health appointments, immediate mental health or injury to self or a close family member, do not qualify for wellness leave, and rather qualify for vacation or other leave types.

19.2 Medical/Dental Appointments

- (a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted in accordance with Clause 19.1 - Wellness Leave.
- (b) Where an employee's qualified medical practitioner refers the employee to a specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such specialist, shall be granted in accordance with Clause 19.1 - Wellness Leave.

19.3 Workers' Compensation Benefit

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

(b) An employee who is being fully paid by WCB (including vacation) and not in the workplace, their continuous service would accrue, but not paid vacation. Should WCB not include vacation pay, hours will accrue and will be paid out by the Employer once the employee returns to work. The Employer will continue to pay benefits while an employee is on WCB.

(c) WCB shall reimburse the Employer for any wellness leave or vacation paid to the employee while the employee's claim is being assessed. Upon reimbursement, the Employer will adjust the employee's sick wellness leave and vacation banks in accordance with the reimbursement percentage.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

(a) Bereavement leave of absence of three days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, sibling, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

(b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.

(c) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits shall be restored.

20.2 Special Leave

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave without pay to a maximum of 10 days per fiscal year for the following. Where possible two weeks' notice shall be provided.

(a) Marriage of the employee - five days;

(b) Birth or adoption of the employee's child - two days;

(c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days;

(d) Attend wedding of employee's child - one day;

(e) Moving household furniture and effects - one day;

(f) Attend their formal hearing to become a Canadian citizen - one day;

(g) Court appearance for hearing of employee's child - one day;

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

- (1) the care, health or education of a child in the employee's care, or
- (2) the care or health of any other member of the employee's immediate family.

(i) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee shall be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

20.3 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay provided two weeks' notice is given based on operational requirements.

- (a) for employees to seek election in a municipal, provincial, federal, first nations or other Aboriginal election, for a maximum period of 90 days;
- (b) for employees selected for a paid position with the Union or anybody to which the Union is affiliated for a period of up to one year and shall be renewed upon request of the Union;
- (c) for employees elected to a public office for a maximum period of five years;
- (d) for an employee elected to a full-time position of the Union or anybody to which the Union is affiliated, the leave shall be for the period of the term and shall be renewed upon request of the Union;
- (e) for an employee appointed or elected to a full-time position with a First Nations or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

20.4 Leave for Court Appearances

The Employer shall grant leave without pay to an employee for they are compelled:

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena, summons or other legal instrument, to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner; or
 - (iii) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Leave with pay shall be granted if the court appearance is in line with the employee's work duties/function.

20.5 Election Day

Any employee eligible to vote in a federal, provincial, municipal, first nations or other Aboriginal election or a referendum shall have a leave without loss of pay consistent with the appropriate legislation, in which to cast their ballot.

20.6 General Leave

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. The request for such a leave must be in

writing and, whenever possible, provide at least 14 days' notice, except in cases of emergency. All requests, approvals and denials for leave shall be in writing. Approval shall not be withheld unjustly.

(b) General leaves are subject to the terms in Clause 20.7 - Benefits While on Unpaid Leave of Absence.

(c) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

20.7 Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 workdays in any fiscal year. For any leave of absence or accumulation of leaves of absence in excess of 20 workdays in any fiscal year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totalling up to 20 working days in any year shall continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 working days in any year, the employee shall not accumulate benefits from the 21st day of the unpaid leave, but shall accumulate seniority according to 12.1(b) and receive credit for previously earned benefits upon expiration of the unpaid leave.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended leave in excess of 20 workdays. The Employer will provide cost particulars to each employee at the time of leave.

When an extension of benefits for longer than six months is requested for a leave other than compassionate care or pregnancy/parental (except for disability), this would be handled on a case-by-case basis and the final approval is based on the insurance carrier in accordance with Article 27.

20.8 Compassionate Care Leave

(a) Employees have access to Compassionate Care Leave in accordance with the BC *Employment Standards Act*.

(b) Please refer to the Service Canada website for more information regarding eligibility requirements and benefits.

<http://www.servicecanada.gc.ca/eng/sc/ei/benefits/compassionate.shtml>

20.9 Transition Leave

The Employer will grant an employee a cumulative total of two weeks with pay, in addition to any wellness leave, for medical procedures required during the transition period, available for gender affirming surgical procedure and revision. Additional paid or unpaid leave may be provided through collective agreement leave provisions.

Further, the Employer agrees to provide an update on the inclusion of Gender Affirming Care Benefits by the provider to the health and welfare benefits at each Labour Management Committee meeting.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give no less than one month's notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

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

21.1 Pregnancy Leave

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

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Article 21 (Pregnancy and Parental Leave),
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child,
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave without Pay

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

21.4 Aggregate Leave

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

21.5 Return from Leave

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

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on pregnancy or parental leave, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they have accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 12.5 (Bridging of Service) and/or Clause 21.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

21.8 Wellness Leave Credits

- (a) Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal wellness leave.
- (b) Wellness leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.
- (c) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave.

21.9 Extended Child Care Leave

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

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

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

Upon return from extended child care leave, an employee will be placed in their former position, or where the former position does not exist, in an equivalent position.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with. First aid kits shall be supplied in accordance with this section.

22.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

22.3 Joint Safety and Health Committee

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership shall be as follows:
 - (1) The Committee shall be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
 - (2) The Employer and Union shall each appoint a co-chair and they shall alternate chairing the meetings and acting as secretary each meeting.
- (d) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this committee.

- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety training course.
- (g) Each union committee member is entitled to an annual educational leave totalling eight hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

22.4 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the *Occupational Health and Safety Regulations*.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the *Occupational Health and Safety Regulations*.

22.5 Workplace Violence/Aggressive Conduct

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace. Where information is available, the employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post-traumatic counselling for all employees who have been exposed to violence, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Regular employees may choose to access professional counselling through the Employee Benefit Program. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

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

Where such counselling is not available the Employer will make available, counselling, by qualified outside practitioners for individuals who have been exposed to acts of violence at no cost to the employee as included in the benefits package identified in Clause 27.10.

22.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift.

22.7 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.8 Employee Working Alone

Check-in procedures will be implemented to ensure the safety of all employees who work alone. The Employer shall ensure that protocols are in place that are consistent with the intent behind WorkSafeBC initiative addressing employees working alone. Refer to Pacifica Housing's Working Alone Protocol.

22.9 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer shall inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they shall be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment.
- (e) The Employer shall, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

22.10 Protective Clothing and Supplies

- (a) The Employer shall supply protective clothing supplies as required by the Workers' Compensation Board. The Employer shall maintain and replace such supplies and tools as required.
- (b) In the event of a pandemic, epidemic, or similar event, the Employer agrees to provide the required Personal Protective Equipment (PPE) and supplies based on Health Canada Regulations. Employees will not be required to work, or shall not suffer loss of pay in the event that PPE or supplies cannot be provided.
- (c) Employees required to wear CSA approved protective footwear are entitled to be reimbursed, receipt required, up to \$150 every two years.

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1 Definition**

"*Technological change*" means:

- (a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;

23.2 Advance Notice

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

23.3 Discussions

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

23.4 Employment Protection

A regular employee who is displaced from their job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the job postings procedures forming part of this agreement. An employee may not receive both severance pay and a training period of work at a new position.

23.5 Training

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

23.6 New Employees

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

ARTICLE 24 - PROMOTION AND STAFF CHANGES**24.1 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing, email all employees, and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of seven days, so that all members will know about the vacancy or new position.

- (b) Internal applicants shall be considered before external candidates.

24.2 Information in Postings

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, current shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner.

24.3 Appointment Policy

In making appointments, promotions and transfers the qualifications and abilities of the applicants concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor. Employees currently working within a program who have applied for a position will be given first consideration in the filling of any vacancy.

24.4 Transfers

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

24.5 Trial Period

- (a) When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months. If the employee is unable to perform the duties of the new job, they shall be returned to their former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time, but in any event will not exceed six calendar months.
- (b) Should the employee wish to return to their previous position, they shall have 30 days to do so and they shall be returned to their former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority.
- (c) If bumping occurs, Clause 13.4 (c) will apply.

24.6 Internal Interview Process

The parties agree that the interview process shall be transparent. The Employer will use a standardized interview question guide with a numerical scoring system. Interviews will take place with the exception of employees applying for different schedules in the same position, as that decision will be made based on seniority.

24.7 Notification

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

24.8 Right to Grieve

Where an employee feels that they have been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 - Grievances of this agreement within seven days of being notified of the results.

24.9 Vacation Letters

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

24.10 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, shall be posted as per Clause 24.1 - Job Postings.
- (b) Casual employees shall maintain their 9.8% of their straight-time pay in lieu of scheduled vacations and paid holidays with Employee Assistance Program (EAP) paid by the Employer for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 - Health and Welfare Benefits for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit Plan will cease.
- (c) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

24.11 Interviews

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

24.12 Deemed Qualified

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position, or other like positions.

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

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

25.2 Staff Development Leave

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

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

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

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

(d) Should the employee noted above terminate their employment for any reason during the 12-month period following completion of the above-noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e., tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Paydays

A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period. The Employer will advise employees on a monthly basis of their vacation, wellness leave and lieu time.

26.2 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix 1 (Wage Grid) of this agreement. Employees employed prior to union certification shall retain their current wage as a minimum.

(b) Notwithstanding Article 26.4, step assignment within a given classification will increase based on seniority hours worked within that classification. Seniority hours from other classifications will not be considered for the purpose of step progression.

(c) Notwithstanding the wage schedule in Appendix 1, the minimum hourly pay rate for any position in the bargaining unit will be BC Employment Standards minimum wage plus 1.89%, rounded up to the nearest penny.

26.3 Substitution Pay

Where an employee is directed by the Employer to perform the principle duties in a higher paying position within the bargaining unit, they shall receive the rate of the new salary range, which is immediately greater than their current rate.

26.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, they shall receive the rate of the new salary range, which is immediately greater than their current rate.

26.5 Pay on Temporary Assignment

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

26.6 Reclassification of Position

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

26.7 Mileage Allowance

- (a) An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance equivalent to the Canada Revenue Agency Reasonable per kilometre allowance.
- (b) If the employee uses public transportation on the Employer's business, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (c) The parties agree that they have a duty to accommodate employees who are unable to retain a Class IV licence for medical reasons. The duty to accommodate will also apply where an employee does not presently require a Class IV licence and their position is changed to require a Class IV, but the employee is unable to obtain a Class IV due to medical reasons.
- (d) No employee shall be required to continue to transport a specific client in their own vehicle when that client has damaged the employee's vehicle and that employee has had to make an insurance claim on more than one occasion. In such cases, the Employer shall make alternate transportation arrangements for that client which may include another employee willingly using their vehicle.

26.8 Meal Allowance

Employees on the Employer's business away from their approved worksite or out of their region for more than three hours and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum set out below. This article shall not apply to employees who, on a day-to-day basis, do not work in a fixed location.

Breakfast	\$12
Lunch	\$20
Dinner	\$25

- (a) Where a meal is provided without charge or is paid for from public funds, no claim for that meal can be made.

- (b) The meal/per diem allowances cover expenses arising from absences away from headquarters or geographic location over a three-hour period during a mealtime.
- (c) In order to complete the claim process, the employee must provide the Finance Department the receipt(s) from the item(s) purchased.
- (d) Meal/Per Diem allowances do not include alcoholic beverages.

26.9 Travel Advance

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the employee's workplace and the frequency of reimbursement.

26.10 Standby Provision

Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated \$2 per-hour or part thereof for which the employee has been designated as being on standby duty..

- (a) An employee designated by letter or by list for standby duty shall be available during their period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
- (b) In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties based on qualifications and seniority.
- (c) No standby payment shall be granted if an employee is unable to report for duty when required within a reasonable period of time.
- (d) An employee on standby who is required to report for work and reports shall be compensated in accordance with Clause 16.5 (if applicable), 16.7, and is also eligible for reimbursement of transportation expenses in accordance with Clause 26.7.

26.11 Salary Rate upon Employment

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

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

27.1 Eligibility

Coverage for a regular employee under these Plans will commence following a three-month waiting period.

Coverage under the provisions of these Plans will apply to regular full-time and regular part-time employees who are scheduled to 20 regular hours or more per week.

27.2 Termination

Coverage under these Plans will terminate on the date in which the employee's employment terminates with the following exceptions:

- (a) *Group Life* - coverage shall terminate on the date the employee's employment terminates.
- (b) *Accidental Death and Dismemberment* - coverage shall terminate on the date the employee's employment terminates.
- (c) *Long-Term Disability* - coverage shall terminate on the date the employee's employment terminates.

27.3 Definition of Spouse and Other Dependents

- (a) "*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of 22 years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 26 years where the dependent child is a full-time student.
- (b) "*Spouse*" means the person legally married to you or a person who has been residing with you in a common-law relationship for at least one year and who is publicly represented as your spouse. Only one Spouse is eligible for coverage under the Plan at any one time.

27.4 Basic Life

All eligible employees:	2 times annual earnings
Maximum:	\$100,000
Age Reduction:	Reduces by 50% at age 65
Termination Age:	Earlier of retirement or age 70

27.5 Accidental Death and Dismemberment

Principal Sum:	Matches Basic Life Benefit
Overall Maximum:	Matches Basic Life Benefit
Age Reduction:	Reduces by 50% at age 65
Termination Age:	Earlier of retirement or age 70
Critical Illness Cancer Rider:	5% of the Principal Sum up to a maximum of \$5,000 (one-time benefit)

Applies to those working more than 20 hours per week.

27.6 Optional Life

Available to all eligible employees (who work more than 20 hours per week) and spouses in units of \$50,000 up to a maximum of \$250,000.

27.7 Dependent Life

Available to all employees who work more than 20 hours per week - Dependent life for spouse - \$10,000 and \$5,000 for each child.

Termination Age:	Earlier of retirement or age 70
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27.8 Long-Term Disability

All eligible employees:	66 ² / ₃ % of monthly earnings, up to a monthly maximum of \$3,000
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Disability Definition:	Own occupation for first 24 months, any occupation thereafter
Elimination Period:	17 weeks
Maximum Duration:	To age 65

27.9 Critical Illness

\$10,000 per employee working more than 20 hours per week

Age Reduction:	Reduces by 50% at age 70
Termination:	Earlier of retirement or age 75

27.10 Extended Health Care

Deductible:	Single \$0
Family	\$0
Co-Insurance:	100% for prescription drugs (Includes Drug Card) 100% all other eligible expenses
Hospital Coverage:	100% of semi-private and private hospital charges
Private duty nursing charges:	Maximum of \$35,000 every three calendar years

Extended Health Care

Maximum: There is an unlimited lifetime maximum per person for in-province/territory eligible expenses and a \$3,000,000 lifetime maximum per person for out-of-province/territory emergency. Eligible expenses are subject to the terms and conditions of the contract.

Vision Care & Laser Eye

Surgery:	\$500 every 24 months for adults and 12 months for dependent children
Eye Examinations:	1 routine eye exam every 24 months for adults and 12 months for dependent children
Paramedical:	per person per calendar year
Chiropractor	up to a maximum of \$500 per calendar year
Massage Therapist	up to a maximum of \$500 per calendar year
Naturopath	up to a maximum of \$500 per calendar year
Homeopath	up to a maximum of \$100 per calendar year
Podiatrist	up to a maximum of \$500 per calendar year
Acupuncturist	up to a maximum of \$500 per calendar year
Psychologist (includes Registered Clinical Counsellors and Registered Social Workers)	up to a maximum of \$2000 per calendar year
Speech Therapist	up to a maximum of \$500 per calendar year
Dieticians	up to a maximum of \$500 per calendar year
Physiotherapist Services	up to a maximum of \$1,000 per calendar year
Orthotics:	Maximum of \$350 per person per calendar year

Orthopaedic Shoes: Maximum of \$500 per person per calendar year
 Hearing Aids: \$500 in a five calendar year period

*Eligible employees for benefits are those who work more than 20 hours per week. The insurer determines eligibility for benefits.

*Dependants are defined as spouse and unmarried dependent children from birth to age 22; age 26 if a full-time student.

27.11 Dental Basic

Deductible: *Deductible* - \$0; 100% of eligible expenses
 \$2,000/calendar year combined with Major Services two
 per person per calendar year;

27.12 Dental Major Restorative Services

50% of eligible expenses. \$2,000 max per calendar year (combined with basic
 dental)

27.13 Orthodontics

50% of eligible expense. \$4,000 lifetime maximum. Adults and dependent
 children.
 Termination date: Earlier of retirement or age 85
 Survivor Extension: 24 months without payment of premium

27.14 Employee Assistance Program

A confidential employee benefit that provides you and your family members with access to qualified counselling professionals and other resources to help resolve personal and work-related problems before they affect your health, family or ability to work.

Eligibility all employees and dependants

<http://www.fseap.bc.ca/>

27.15 Minimum Number of Hours

An employee must work at least 20 hours per week to be eligible.

27.16 Reduction in Coverage

Basic life and AD&D reduce 50% at age 65 and terminates at earlier of retirement or age 70.

27.17 Temporary Vacancies

Temporary Vacancies are not eligible for long-term disability benefits.

27.18 Insurability

Evidence of Insurability will be required in the case of a late applicant situation. The overall maximum that an employee is eligible for above the non-evidence maximum (NEM) is based on an employee's earnings. This would apply if an employee chooses to 'top up' their Life/AD&D benefits.

27.19 Insurance Coverage During Absences From Work

During absences from work due to temporary lay-off, compassionate leave and pregnancy leave, insurance for an employee terminates on the following dates:

(a) *Temporary lay-off*

- for disability income insurance, the date the lay-off or leave starts.
- for all other coverages, up to six months after the lay-off or leave starts.

If the Employer is required by law to provide insurance beyond these dates, Canada Life will further extend the termination date to the end of the period required by law.

(b) Compassionate care leave provided by Employment Insurance, the end of the leave, plus any further period their employer is required by law to extend insurance.

(c) Pregnancy or parental leave, the end of the leave.

Insurance does not continue during personal leaves of absence, terminating when the employee ceases to be actively at work.

For hour bank employees, if the number of hours in your hour bank falls below 150 hours, you may self-pay premiums for up to six months of insurance coverage, except for disability insurance. After six months, you are no longer considered actively at work and all insurance coverage terminates. For compassionate care leave and pregnancy or parental leave, if the number of hours in your hour bank falls below 150 hours, you may self-pay premiums for all coverage up to the end of the leave.

ARTICLE 28 - GENERAL CONDITIONS**28.1 Damage to Personal Property**

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, to a maximum of up to \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty. In the event the damage is to the employee's automobile, the insurance deductible shall be paid to a maximum of up to \$300.

28.2 Personal Property

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

28.3 Supply and Maintenance of Equipment

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

28.4 Indemnity

- (a) *Civil Actions* - Except where there has been gross negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
 - (2) assume all costs, legal fees, and other expenses arising from any such action.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable 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.

28.5 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. Therefore:
- (b) A final collective agreement including all changes made will be signed by parties.
- (c) The Union will submit to the Employer a draft for proofing within two months of ratification;
- (d) The Employer agrees to ensure that the collective agreement is available electronically via employer owned devices at the worksite.

28.6 Contracting Out

The Employer shall not contract out bargaining unit work that will result in the layoff of employees.

28.7 Personal Duties

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

28.8 Job Descriptions

The Employer agrees to supply each employee with a copy of their current job description. The Union and the bargaining unit Chair shall be provided copies of all job descriptions in the bargaining unit.

28.9 Confidentiality

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

Staff is bound by the Employers' confidentiality agreement, duty to the organization, professional and ethical standards including but not limited to those required under licences and certification where applicable.

28.10 Required Documents

- (a) Where an employee is required by Pacifica and/or by law to hold or renew certificates or licences, or is required to provide information related to security or criminal records, the Employer will reimburse the employee for any costs associated with renewing such certificates, licences or information. New employees must cover the initial cost of obtaining such certificates, licences or information.
- (b) Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licences, the cost of renewing the required certificate(s) shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight-time. If an employee attends a course on a day the employee is scheduled to work they shall not be paid less than their scheduled hours work provided they work prior to or after the course in order to maintain those hours.
- (c) The original of all such documentation shall be kept on the employee's file and if requested a copy shall be provided to the employee.

28.11 Volunteers

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in the layoff of bargaining unit employees.

ARTICLE 29 - HARASSMENT

29.1 Sexual Harassment in the Workplace

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the Workplace.
- (b) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
 - (1) touching, patting or other physical contact;
 - (2) leering; staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats;
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not be accompanied by an expressed or implied threat of reprisal or promise of reward.

- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

29.2 Personal and Psychological Harassment Definition

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal and psychological harassment and agree that employees who engage in personal and/or psychological harassment may be disciplined.
- (b) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (c) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

29.3 Anti-Bullying

The Employer agrees to abide by the WorkSafeBC definitions and policies regarding workplace bullying and harassment.

29.4 Bullying & Harassment Complaints Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
- (b) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence, through the Union or directly to the Chief Executive Officer or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (c) When the Employer has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit, they shall be given the option of having union representation present at any meeting held to investigate the complaint.
- (d) The Employer's designate shall investigate the complaint and shall submit their report to the Chief Executive Officer in writing within 15 days of receipt of the complaint. The Chief Executive Officer shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The

union staff representative, the complainant and the respondent shall be apprised of the Chief Executive Officer's resolution.

(e) Pending determination of the complaint, the Chief Executive Officer may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.

(g) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this article.

(h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Chief Executive Officer's or independent investigator's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

(1) dismiss the complaint; or

(2) determine the appropriate level of discipline to be applied to the harasser; or

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

(i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Chief Executive Officer or the Adjudicator.

(i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 9.

(j) This article does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

(k) Complaints under this article shall be treated in strict confidence by all parties involved.

29.5 Harassment Complaints

(a) A harassment complaint is not a grievance. The complainant must follow this complaint process as outlined in Clause 29.4 above.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

29.6 Domestic Violence

“*Domestic violence*” means:

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

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

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

29.7 Exception to Entitlements

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

29.8 Place of Work Accommodation

- (a) If an employee or the employee’s child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee’s need unless it would cause the Employer undue hardship.
- (b) The Employer may require an employee who needs accommodation under Clause 29.6 to provide evidence reasonable in the circumstances that the employee needs accommodation.

29.9 Hours of Work Accommodation

- (a) If an employee or the employee’s child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee’s need unless it would cause the Employer undue hardship.
- (b) The Employer may require an employee who needs accommodation under Clause 29.6 to provide evidence reasonable in the circumstances that the employee needs accommodation.

29.10 Domestic Violence Leave

- (a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee’s child experienced domestic violence or sexual violence.
- (b) An employee is only entitled to a leave of absence under Clause 29.10 if the employee uses the leave of absence for one or more of the following purposes:

- (1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or
 - (2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or
 - (3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or
 - (4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or
 - (5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.
- (c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.
- (d) The first 10 days of leave taken under Clause 29.10 (Domestic Violence Leave) is paid leave. Leave taken under Clause 29.10 (Domestic Violence Leave) beyond 10 days is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 29.10 (Domestic Violence Leave) shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.
- (f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.
- (g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

29.11 General Transition Policy

- (a) The Employer and the "Union" will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) The Employer will provide safe washroom and change room facilities to all trans workers. The Employer and the "Union" recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.

- (d) Medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical leave.
- (e) The Employer will review current policies and procedures, such as dress codes and change room policies and ensure they are consistent with trans inclusion.
- (f) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences or augment staff during peak periods where regular employees, as per Clause 14.2(c)(1) - Hours of Work have not requested topped up hours. These periods shall not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

30.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees, which shall be supplied at a minimum of three months to the union staff representative and posted on the Employer's bulletin boards accessible to employees at each worksite.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked 30 days. Seniority shall accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from receiving WCB or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work. A casual shall continue to accrue seniority for leaves as per Clause 3.8 - Time Off for Union Business.
- (d) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Clause 12.1 - Seniority Defined.

30.3 Call-in Procedures

- (a) Qualified casual employees shall be called in order of seniority. Employees will identify in advance the dates they are available and a contact number to reach the employee for assignments.
- (b) Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:
 - (1) casual employees;
 - (2) part-time employees.
- (c) For full procedures refer to Pacifica Housing's callout procedure.

30.4 Leaves of Absence

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

30.5 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.6 Paid Illness or Injury Leave for Casual Employees

- (a) Pursuant to the *Employment Standards Act*, casual employees shall be entitled to the minimum standards for paid illness or injury leave.
- (b) Upon completion of 90 days employment, Casual employees will be eligible for five (5) sick days. Payment for such sick days shall be defined as an "average day's pay" and shall follow the calculation of sick pay under BC Employment standards. The Employer may request reasonably sufficient proof of illness.
- (c) Sick day entitlements will follow the fiscal year of July 1 to June 30. Where a Casual employee becomes eligible for sick days midway through the fiscal year, the five (5) day entitlement will be prorated. Unused sick days will expire at the end of the fiscal year and will not carry over to next year. Payment for unused sick days will not be made.

30.7 Application of Agreement to Casual Employees

The provisions of the articles below do not apply to casual employees:

- 13 - Layoff and Recall;
- 15.2 - Work Schedules;
- 17 - Holidays;

- 18 - Annual Vacations;
- 19 - Wellness Leave;
- 20 - Special and Other Leaves;
- 27 - Health and Welfare Benefits; and
- 31 - Registered Retirement Savings Plan

ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN

- (a) All regular employees upon successful completion of the probationary period shall be eligible to enrol in the Plan.
- (b) Upon enrolment, Pacifica Housing will contribute to an RRSP fund that will be available to regular employees working 20+ hours per week at no charge to the employee, unless otherwise desired by the employee.

Pacifica Housing will contribute up to 5% of annual income depending on years of services:

- 4% for three months to four years of continuous employment
- 5% for five years and a day or more of continuous employment

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect until midnight, June 30, 2025.

32.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2024 but in any event not later than midnight, December 31, 2024.
- (b) Where no notice is given by either party prior to December 1, 2024, both parties shall be deemed to have been given notice under this article on December 31, 2024.
- (c) All notices on behalf of the Union shall be given in writing to the Employer either by registered mail or facsimile.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 32.2 - Notice to Bargain, the parties shall, within 14 days after the notice was given, commence collective bargaining.

32.4 Changes in Agreement

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

32.5 Effective Date of Agreement

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

32.6 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Carolina Ibarra
Chief Executive Officer

Tanner Donald
Bargaining Committee Member

Garet Duggal
Director of Finance

Natalie Baker
Bargaining Committee Member

Ryan Hube
Director of People & Culture

Camilla Pierce
Bargaining Committee Member

Richard Tones
Director of Negotiations

Date: _____

**APPENDIX 1
Wage Grid**

Classification	Step	Nanaimo Wage Rates			Victoria Wage Rates		
		July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2022	July 1, 2023	July 1, 2024
Team Leads	1	\$26.01	\$27.44	\$28.26	\$26.27	\$27.71	\$28.55
	2	\$26.53	\$27.99	\$28.83	\$26.79	\$28.26	\$29.11
	3	\$27.05	\$28.54	\$29.39	\$27.32	\$28.82	\$29.69
	4	\$28.09	\$29.63	\$30.52	\$28.37	\$29.93	\$30.83
Support Worker	1	\$23.93	\$25.50	\$26.26	\$24.16	\$25.74	\$26.51
	2	\$24.45	\$26.04	\$26.83	\$24.69	\$26.30	\$27.09
	3	\$24.97	\$26.59	\$27.39	\$25.21	\$26.85	\$27.65
	4	\$26.01	\$27.69	\$28.52	\$26.27	\$27.96	\$28.80
Maintenance	1	\$27.05	\$28.54	\$29.39	\$27.32	\$28.82	\$29.69
	2	\$27.57	\$29.09	\$29.96	\$27.84	\$29.37	\$30.25
	3	\$28.09	\$29.63	\$30.52	\$28.37	\$29.93	\$30.83
	4	\$29.13	\$30.73	\$31.65	\$29.42	\$31.04	\$31.97
Administrative Coordinator	1	\$24.97	\$26.34	\$27.13	\$25.21	\$26.60	\$27.39
	2	\$25.49	\$26.89	\$27.70	\$25.74	\$27.16	\$27.97
	3	\$26.01	\$27.44	\$28.26	\$26.27	\$27.71	\$28.55
	4	\$27.05	\$28.54	\$29.39	\$27.32	\$28.82	\$29.69
Janitors	1	\$20.81	\$21.95	\$22.61	\$21.01	\$22.17	\$22.83
	2	\$21.33	\$22.50	\$23.18	\$21.54	\$22.72	\$23.41
	3	\$21.85	\$23.05	\$23.74	\$22.06	\$23.27	\$23.97
	4	\$22.37	\$23.60	\$24.31	\$22.59	\$23.83	\$24.55
Administrative Assistant	1	\$21.85	\$23.05	\$23.74	\$22.06	\$23.27	\$23.97
	2	\$22.37	\$23.60	\$24.31	\$22.59	\$23.83	\$24.55
	3	\$22.89	\$24.15	\$24.87	\$23.11	\$24.38	\$25.11
	4	\$23.93	\$25.25	\$26.00	\$24.16	\$25.49	\$26.25
Server/Housekeeper	1	\$20.81	\$21.95	\$22.61	\$21.01	\$22.17	\$22.83
	2	\$21.33	\$22.50	\$23.18	\$21.54	\$22.72	\$23.41
	3	\$21.85	\$23.05	\$23.74	\$22.06	\$23.27	\$23.97
	4	\$22.37	\$23.60	\$24.31	\$22.59	\$23.83	\$24.55
Cooks	1	\$22.89	\$24.40	\$25.13	\$23.11	\$24.63	\$25.37
	2	\$23.41	\$24.95	\$25.70	\$23.64	\$25.19	\$25.95
	3	\$23.93	\$25.50	\$26.26	\$24.16	\$25.74	\$26.51
	4	\$24.97	\$26.59	\$27.39	\$25.21	\$26.85	\$27.65
Community Services	1	n/a	\$26.33	\$27.12	\$25.21	\$26.60	\$27.39
	2		\$26.88	\$27.69	\$25.74	\$27.16	\$27.97
	3		\$27.44	\$28.26	\$26.27	\$27.71	\$28.55
	4		\$28.53	\$29.39	\$27.32	\$28.82	\$29.69
Administrative Coordinator II	1	n/a	\$30.73	\$31.65	\$29.42	\$31.04	\$31.97
	2		\$31.82	\$32.77	\$30.47	\$32.15	\$33.11
	3		\$32.92	\$33.91	\$31.52	\$33.25	\$34.25
	4		\$34.02	\$35.04	\$32.57	\$34.36	\$35.39

Step 1	0 - 2000 hours worked
Step 2	2001- 4000 hours worked
Step 3	4001 - 6000 hours worked
Step 4	6001 hours worked or more
Standby	\$2.00
Night Shift	A shift differential of \$2.00 per hour will be paid for the entire shift all shifts in which the majority of hours fall between 9 p.m. to 5 a.m.

MEMORANDUM OF UNDERSTANDING #1
Training of New Employees

The parties acknowledge that the training of new employees is the responsibility of the Employer and not bargaining unit employees. This is exclusive of orienting trained employees at the worksite or reasonable onboarding of trained employees.

In the event a bargaining unit employee believes they have been asked or otherwise directed to train a new employee they are entitled to seek redress via the grievance procedure.

This is without prejudice to any future bargaining unit positions being created with training as part of the job duties.

MEMORANDUM OF UNDERSTANDING #2
Working Alone - Support Worker

The parties acknowledge that support workers are generally expected to be scheduled with at least one other bargaining unit employee. It is hoped that the improvements made in the 2023-2025 collective agreement to wages and shift premiums will assist in limiting the occurrences where an employee is working alone where the shift schedule calls for additional staff.

In addition to these efforts, the Employer agrees that any known occurrences of a support worker having to work alone for some or all of their shift will require as least two callouts. A short notice or otherwise unanticipated occurrence shall be immediately reported to the on call manager and they are required to make an effort to resolve the issue.

The parties agree to review callout procedures in relation to support workers working alone at the Labour Management Committee. All occurrences of support workers working alone shall be tracked and reported to each Labour Management Committee meeting.

MEMORANDUM OF UNDERSTANDING #3
BC Target Benefit Pension Plan

Upon ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan. As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all new employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan. The Group RRSP program will not be available to new employees.

Eligibility

For employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.

Contributions

The Employer will contribute to the BC Target Benefit Pension Plan at a rate of 5% percent of their covered pay for which employees are paid. Employees may at their own discretion make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan.

Upon successful application to the BC Target Benefit Pension Plan:

- (1) Within 120 days all eligible employees currently participating in the Group RRSP will be enrolled in the BC Target Benefit Pension Plan.
- (2) Notwithstanding (1), all existing eligible employees outlined in (1) may choose to remain with the Group RRSP by advising the BCGEU in writing on the appropriate form within 120 days. The Employer is responsible to contribute to the existing Group RRSP for those employees in accordance with Article 31.
- (3) Eligible employees who are not already participating in the Group RRSP and employees who are ineligible to participate in the Group RRSP will have the ability to enrol in the BC Target Benefit Pension Plan if they meet the eligibility criteria of that Plan. Such employees will not have the ability to enrol in the Group RRSP.
- (4) The Employer will contribute all funds in accordance with the BC Target Benefit Pension Plan and applicable provincial legislation.
- (5) The Employer will maintain the Group RRSP for all employees who remain enrolled in it.

Remittance of Contributions

- (1) All Employer and employee required contributions shall be paid to the BC Target Benefit Pension Plan no later than 30 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the applicable provincial legislation.
- (2) The pension remittance report shall be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.
- (3) The information will be provided as follows:
 - (a) Employee ID
 - (b) Name
 - (c) Employee contribution amount
 - (d) Employer contribution amount
 - (e) Employee Voluntary contribution amount