

THE COLLECTIVE AGREEMENT

Between

QMUNITY

And

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3495**

January 1, 2020 to March 31, 2023

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DEFINITIONS

1. "Casual Employee" means an employee who is employed in the following capacities:
 - (a) for relief purposes;
 - (b) temporary workload situations; or
 - (c) special projects.
2. "Employer" means QMUNITY, BC's Queer Resource Centre.
3. "Leave of Absence With Pay" means to be absent from duty with permission and with pay.
4. "Leave of Absence Without Pay" means to be absent from duty with permission but without pay.
5. "Regular Full-Time Employee" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full time in accordance with Article 14. A regular full-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
6. "Regular Part-Time Employee" means an employee who is appointed to a regularly scheduled position but works less than full time. A regular part-time employee is entitled to all benefits outlined in the Agreement on a pro rata basis, except where otherwise specified.
7. "Union" means the Canadian Union of Public Employees, Local 3495.
8. "Common Law Spouse" shall be defined as two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

ARTICLE 1 - PREAMBLE

1.1 Intention of Parties

It is the intention of both parties of this agreement:

- (a) To maintain a cooperative and collaborative approach to overall operations and quality of service to participants;
- (b) To maintain and nurture harmonious relations and settle differences arising between the parties of this agreement through a process of open and honest discussion;
- (c) To make provisions herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest;
- (d) To promote the morale, well being and security of all employees in the bargaining unit of the Union;
- (e) To maintain a cooperative and collaborative approach to partnerships with volunteers and community initiatives.

1.2 Purpose of Agreement

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

1.3 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.

1.4 Application of Legislated Minimum Rights

Should a term or condition of employment stated in this collective agreement be inferior to that stated in legislation, the minimum terms and conditions provided by that legislation, which includes but is not limited to the *BC Employment Standards Act*, shall apply.

1.5 Conflict With Rules

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

1.6 Human Rights Code

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

1.7 Harassment

- (a) The employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- (b) The Parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by one (1) or more employees, or the employer, on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia including: age, race, sex, sexual orientation, gender identity, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to Centre Users, or visitor contact, provided the acts are committed within the course of the employment relationship.

1.8 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (b) Sexual harassment includes but is not limited to:
 - (1) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;

- (2) sexual advances with actual or implied work-related consequences;
 - (3) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
 - (4) verbal abuse, intimidation, or threats of a sexual nature;
 - (5) leering, staring or making sexual gestures;
 - (6) display of pornographic or other sexual materials;
 - (7) offensive pictures, graffiti, cartoons or sayings;
 - (8) unwanted physical contact such as touching, patting, pinching or hugging.
- (c) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.9 Personal Harassment

Personal harassment shall be defined as any behaviour consisting of offensive comments or actions which demean, belittle, or intimidate an individual or causes personal humiliation or undermines an employee's health or job performance, or endangers an employee's employment status or potential, except that this clause shall not be used to circumvent the disciplinary and/or performance appraisal procedures. This Article relates to interpersonal relationships only.

1.10 Procedure for Filing Complaints

An employee who wishes to pursue a concern arising from an alleged harassment may register a complaint with the employer or through the Union to the employer designate.

- (a) All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware; however, it is recognized that various representatives of the employer and the Union will be made aware of all or part of the proceedings on a need to know basis.

Except as required by the Collective Agreement or law, the Parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal.

- (b) The employer shall investigate the allegations within thirty (30) days. The employer shall notify the Union upon the conclusion of the investigation whether-or-not the allegations were substantiated, and indicate what action, if any, they intend to take.
- (c) Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

- (d) Disputes resulting from actions under this Article may be submitted to Expedited Arbitration under Article 9.8, where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the investigator under Article 8.11.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
 - (1) by mutual agreement between the Parties; or
 - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (b) The employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within thirty (30) days of the notification, either Party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

The employer recognizes the Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

2.3 Correspondence and Directives

The employer shall forward to the applicable Union's designates a copy of:

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

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the employer or its representatives, which may conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The employer recognizes the Union's right to select a Steward to represent employees.
- (b) The Union may appoint additional Stewards to allow for one (1) Steward to be selected from the staff working at each premise operated by the employer.
- (c) The Union agrees to provide the employer with a list of the employees designated as Stewards and alternates.
- (d) A Steward, or their alternate where the Steward is absent, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a Steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld, but if there are concerns of abuse, the parties shall meet to resolve the matter. On resuming their normal duties, the Steward shall notify their supervisor.
- (e) The duties of a Steward shall include:
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the Steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) attending meetings at the request of the employer.

2.7 Bulletin Boards

The employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The Parties may, at the local level, mutually agree upon another method of notifying employees of Union business.

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish Union Shop Cards to the employer to be displayed on the employer's premises.

Such card will remain the property of the Union and shall be surrendered upon demand.

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off For Union Business

- (a) Leave of absence without pay shall be granted upon request for the reasons set out below unless it would unduly interrupt the employer's operations:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated, to a maximum of twenty-one (21) days per occurrence;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

- (3) for employees who are representatives of the Union on a Bargaining Committee.
- (b) Long term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than twenty-one (21) days unless this would unduly interrupt the operation of the program. Such requests shall be made in writing sufficiently in advance to minimize disruption of the program. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations and promotions.
- (c) When leave of absence without pay is granted pursuant to part (a) or (b), the leave shall be given with pay and the Union shall reimburse the employer for salary and benefit costs, including travel time incurred, within thirty (30) days of receipt of the invoice. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

Leave of absence granted under this clause shall include sufficient travel time. The pay and benefits received by the employee and reimbursed by the Union under this Article shall be based on the number of hours to which the Union indicates, in writing, the employee is entitled.

This provision does not apply to employees on extended leaves of absence who are employed by the Union on a full-time basis.

- (d) Leave of absence with pay and without loss of seniority will be granted to an employee called to appear as a witness before an arbitration board, provided the dispute involved the employer. On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.
- (e) The Union shall provide the employer with reasonable notice to minimize disruption of the operation and shall make every reasonable effort to give a minimum of fourteen (14) days' notice prior to the commencement of leave under (a) or (b) above. The employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

3.1 Union Membership

All employees shall, as a condition of continued employment, become members of the Union and maintain such membership.

3.2 Correspondence

Copies of all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director, or designate and the President of the Local, or Union Designate(s).

Both parties shall notify the other of its designates on a quarterly basis.

3.3 Union Meetings/Use of Facilities

The employer will agree to allow the Union meetings, including general and/or committee meetings to be scheduled on the employer's premises at no charge, with the clear understanding it shall not interfere with the operation of the employer and the Union will reimburse the employer for any/all costs incurred. Permission for such meetings shall not be unreasonably denied, however bookings for meeting space on the employer's premises may be cancelled by the employer with at least two (2) working days' notice if a party who will pay rent requests use of the space.

ARTICLE 4 - CHECKOFF AND UNION DUES

- (a) The employer shall, as a condition of employment, deduct from the wages or 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.
- (b) The employer shall deduct from any 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.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the employer shall also provide the following information for each employee:

- Employee surname and first name
- Home Worksite
- Job classification
- Gross pay
- Dues amount deducted

- (e) The above information may be supplied electronically provided that the Union's computer system is compatible with the employer's and the employer has the capability. Where the information is not provided electronically, it will be provided on hard copy.
- (f) Before the employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the employer from the Union.

All amounts to be deducted shall be expressed and calculated as a percentage of earnings as defined by the Union (only for the purposes of this Article). The Union shall inform the employer in writing with as much advance notice as possible, but not less than thirty (30) calendar days in advance of any change in the percentage to be applied against earnings. The effective date of such a change will be the start of the first pay period following expiration of the notice period.

- (g) At the same time the Income Tax (T-4) slips are made available, the employer, without charge, shall indicate on the T-4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T-4 slip was provided).
- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire, new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the Article dealing with Union Security and Dues Check-off.
- (b) New employees shall also be provided with:
 - (1) the name, location and work telephone number (if applicable) of the Steward; and
 - (2) an authorization form for Union dues check-off.
- (c) The Steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.
- (d) The Steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment.

Where the employer conducts a group orientation for new employees, the meeting with the Steward may take place during the orientation. Such meetings shall not exceed thirty (30) minutes. Stewards will be given at least twenty-four (24) hours' notice of the meeting.

Stewards shall be compensated for such meetings in accordance with Article 7.5(b).

- (e) The Union will provide the employer with an up-to-date list of Stewards' names, work locations and work telephone numbers (if applicable) in order that the employer may meet its obligation in (b)(1) above.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.1 General Rights

The management of the employer's business is vested exclusively with the employer. These Management rights shall be exercised in a manner which is not inconsistent with the terms of the Agreement.

6.2 Direction of Employees

The direction of employees, including the hiring, dismissal, promotion and demotion of employees, is vested exclusively in the employer except as may be otherwise specifically provided in this Agreement.

6.3 Employer Rules and Policies

Employees shall be governed by all rules adopted by the employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement. Employees may be required to sign a Confidentiality Agreement as a condition of employment.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Representatives

- (a) The employer agrees that access to its premises will be granted to a Union Staff Representative, or authorized alternate, when dealing or negotiating with the employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representative shall provide reasonable notice to the employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the employer's business.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the employer will make available to Union Representatives or Stewards temporary use of an available confidential location.
- (d) The employer agrees that access to its premises will be granted to Union elected officers or other persons designated by the Union. The Union Representative shall provide reasonable notice to the employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the employer's business.

7.3 Technical Information

The employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- list of employees and status;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.).

The Union may request other information it requires from the employer.

7.4 Policy Meetings

The Parties recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

7.5 Union/Management Committee

(a) The Parties agree to establish a Union/Management Committee composed of two (2) Union Representatives and two (2) Representatives of the employer, unless otherwise agreed between the Union and the employer. There shall be an equal number of Union and employer Representatives.

(b) The Committee shall meet at the call of either Party at a mutually agreeable time and place.

Employees shall be granted leave without loss of pay or receive regular straight-time wages for time spent attending meetings of the Committee.

(c) An employer Representative and a Union Representative shall alternate in presiding over the meetings.

(d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind the Union, its members, or the employer to any decisions reached in its discussions.

(e) The Committee shall have the power to make recommendations to the Parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this Agreement.
- (f) The employer and Union shall alternate in taking the minutes of Committee meetings and distribute them to Committee members.

7.6 Membership Information

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

7.7 Bargaining Committee

A maximum of one (1) member of the bargaining unit shall have the right to attend negotiations sessions without loss of pay.

7.8 Notification of Program Changes

The employer shall advise the Union at least thirty (30) days before implementing program changes or new programs.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The employer and the Union recognize that grievances may arise concerning:
- (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

- (c) Where 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.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute with the employer designate. The aggrieved employee shall have the right to have a Steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, not later than twenty-one (21) days after the date:

- (a) on which the employee was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance to the employer designate through the Union Steward.

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the Union Steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.

- (b) The employer designate shall reply in writing to an employee's grievance within seven (7) days of the above noted meeting with the Union Steward.

8.6 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step 2, and pursuant to this Article, the Union may submit the dispute to arbitration within:

- (a) thirty (30) days after the employer designate's decision has been received,
or
- (b) thirty (30) days after the employer designate's decision was due.

8.7 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven (7) days after the date of dismissal or suspension, to initiate a written grievance. Within seven (7) days after the date of receiving the grievance the Union steward or staff representative and the employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven (7) days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven (7) days of the Union receiving the employer's reply.

8.8 Policy Grievance

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the employer designate or the Union within sixty (60) days of either Party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

8.9 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent of the Parties.

8.10 Technical Objections to Grievances

It is the intent of the Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure.

To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.11 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an investigator, agreed to and paid equally by the Parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference; within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (d) Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step 2 of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.
- (e) Such issues may include, but not be limited to, those arising out of Articles 2.6, 2.10, 18, 19, 20, 21 and 28.
- (f) The Parties shall have an equal right to communicate with the Investigator prior to, during, and following their investigation.
- (g) The Parties shall make every reasonable attempt to agree on a terms of reference for the Investigator to adhere to for its investigation.
- (h) The Parties shall each have a right to the unredacted investigation report upon the conclusion of the investigation. The specific content of the report will be held in confidence and not shared or otherwise distributed by the Union or employer.

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference to arbitration within:
 - (1) thirty (30) days after the employer designate's decision has been received; or
 - (2) thirty (30) days after the employer designate's decision was due.
- (b) All referrals to arbitration shall be by certified mail, facsimile or courier.
- (c) Where the matter in dispute is a dismissal grievance, the arbitrator shall set a date for the hearing to be held within seven (7) weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

When a Party has requested that a grievance be submitted to arbitration and either Party has requested that a hearing date be set, the Parties shall mutually agree to an arbitrator and set a date for the hearing.

9.3 Board Procedure

- (a) In this Article the term "Board" means a single arbitrator or a three (3)-person Arbitration Board.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

9.6 Expenses of Arbitration Board

Each Party shall pay:

- (a) the fees and expenses of the nominee it appoints; and
- (b) one-half (½) of the fees and expenses of the Chairperson.

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the Parties.

9.8 Expedited Arbitration

- (a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of ten (10) workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
 - (6) grievances relating to employment security and matters arising from the report and recommendations of the Industrial Inquiry Commissioner (except where specified otherwise);
 - (7) grievances requiring presentation of extrinsic evidence;
 - (8) grievances where a party intends to raise a preliminary objection;
 - (9) grievances arising from duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be resolved by expedited arbitration.

- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available date. The hearing dates shall be mutually agreed and will be at a location central to the geographic area in which the dispute arose.
- (c) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either Party.
- (d) The Parties shall make every effort to make use of an agreed to statement of facts.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (f) The Parties agree to make limited use of authorities during their presentations.
- (g) The arbitrator shall hear the grievances and shall render a decision within two (2) 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.
- (h) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Article 9.6.
- (i) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. 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.
- (j) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (k) The Parties shall equally share the cost of the fees and expenses of the arbitrator.
- (l) The expedited arbitrator, who shall act as sole arbitrator, shall be mutually agreed to by the Parties.
- (m) It is not the intention of either Party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. One (1) copy of the written notice of dismissal or suspension shall be forwarded to the Union designate within five (5) days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand; or
 - (3) adverse reports.
- (b) An employee shall be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (d) 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.

- (e) Letters of Expectation, Letters of Direction and other directives, while not disciplinary in nature, shall be treated as in (c) and removed from an employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further related concern.

10.4 Performance Evaluations

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven (7) days to read, review and sign the evaluation.
- (b) The evaluation form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee may initiate a grievance regarding the contents of an employee evaluation if the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of their evaluation at time of signing.
- (e) All performance evaluations shall be carried out in a confidential manner.
- (f) Performance evaluations are not disciplinary documents and will not be used as part of the disciplinary process.

10.5 Personnel File

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

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

10.6 Right to Have Steward Present

- (a) Where an employer designate intends to interview an employee for disciplinary purposes or purposes which may reasonably result in a written warning or more serious discipline, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a Steward present, in order that the employee can exercise their right to contact their Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the employer designate intends to interview a Steward for disciplinary purposes or purposes which may reasonably result in a written warning or more serious discipline, the Steward shall have the right to consult with a Union Staff Representative and to have another Steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive work 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 to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the employer.

10.8 Confidentiality

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the employer, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent on:
 - (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the Workers' Compensation Act in respect of a claim from this employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those Sections;
 - (4) paid and unpaid sick leave;
 - (5) union leave;
 - (6) maternity, parental and adoption leave;
 - (7) other approved paid leaves of absence.

For the purpose of part six (6) above, straight-time paid hours shall be estimated based on the average weekly straight-time paid hours in the one-half ($\frac{1}{2}$) payroll year preceding the leave. Where the employee has been employed for less than one-half ($\frac{1}{2}$) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

11.2 Seniority List

- (a) A current service seniority list for employees as of December 31st will be provided by the employer to the Union on or before March 31st of the following year.
- (b) A current seniority list for casual employees shall be provided by the employer to the Union designate on a monthly basis. The list shall indicate the following:
 - (1) employee's name;
 - (2) classification;
 - (3) seniority.

11.3 Loss of Seniority

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

- (a) the employee is discharged for just cause;
- (b) the employee voluntarily terminates their employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one (1) year; or
- (e) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the employer.
Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

11.4 Re-employment

- (a) A regular employee who voluntarily resigns their employment and within ninety (90) days is re-hired as a regular employee by the same employer, shall retain effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.
- (b) A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired by the same employer, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:
 - (1) the employee must have been a regular employee with at least three (3) years of service with the employer at time of termination;
 - (2) the resignation must indicate the reason for termination;
 - (3) the break in service shall be for no longer than three (3) years and during that time the employee must not have been engaged in remunerative employment for more than six (6) months cumulative;
 - (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

11.5 Seniority Dates

Upon request, the employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

If a vacancy or a new job is created for which Union personnel reasonably might be expected to be recruited, the following shall apply:

- (a) If the vacancy or new job has a duration of twenty (20) work days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of five (5) work days, in a manner which gives all employees access to such information.

No outside advertisement for any position vacancy shall be placed until the applications of union members have been fully processed except by mutual agreement to post internally and externally concurrently, in such a case all internal applicants shall be processed fully first before any consideration will be given to external applicants.

- (b) Notwithstanding (a) above if the vacancy is a temporary one of less than four (4) months, the position shall not be posted and instead shall be filled where practicable, by qualified regular employees who have indicated in writing their desire to work in such positions, consistent with the requirements of Article 12.8. If the application of this paragraph requires the employer to pay overtime to the employee pursuant to Article 16, the proposed move shall not be made.
- (c) Regular full-time employees shall not be entitled to relieve other regular employees under (b) on more than four (4) occasions in one (1) calendar year unless the Union and the employer otherwise agree.
- (d) Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

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

- (a) In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:
 - (1) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

- (2) the employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

12.3 Application From Absent Employees

The employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, bereavement leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

12.4 Temporary Appointments

Where operational requirements make it necessary, the employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 12.1 above.

12.5 Notice to Union

One (1) copy of all postings shall be sent to the designated Union representative within the aforementioned five (5) working days.

12.6 Notice of Successful Applicant

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

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

12.7 Grievance Investigation

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

12.8 Selection Criteria

In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications (including initiative), and seniority shall be the determining factors.

Each of the three (3) determining factors will be accorded equal weight.

12.9 Probationary Period

For the first four hundred and fifty (450) paid hours with the employer, an employee shall be a probationary employee. By written mutual agreement between the employer and the Union, the probationary period may be extended by one hundred and fifty (150) paid hours provided written reasons are given to the Union for requesting such extension.

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

12.10 Qualifying Period

- (a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of three (3) calendar months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.
- (b) If a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job before the promotion, voluntary demotion or transfer took place, without loss of seniority.
- (c) Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.
- (d) An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (b) of this Section.

ARTICLE 13 - JOB SECURITY

13.1 Process - Reduction and Restructuring

- (a) In the event of reduction resulting from any labour adjustment or downsizing initiative, the employer, together with the Union, will discuss with the bargaining unit what necessary reductions and labour adjustment generally can be accomplished on a voluntary basis. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.
- (b) Failing voluntary resolution, positions to be reduced will be identified by the employer in accordance with the Collective Agreement; then
 - (1) the employer shall issue displacement/layoff notices; then
 - (2) the employee shall exercise bumping rights to a comparable job with the employer; then
 - (3) if there is no comparable job with the employer, the employee may exercise bumping rights into a less than comparable job.
- (c) The Parties agree that Full Time Equivalent (FTE) reductions will not result in a workload level that is excessive or unsafe.

13.2 Layoff Notice

The employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice:

- (a) an employee who has not completed the probation period - two (2) weeks' notice;
- (b) an employee who has completed the probationary period - four (4) weeks' notice;
- (c) three (3) or more years' seniority - one (1) additional week per year to a maximum of eight (8) weeks.

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

13.3 Bumping

It is agreed that in instances where a job is eliminated, affected employees shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of their existing pay rate.

Accordingly, employees exercising a right to bump must advise the employer of their intention to bump within five (5) working days of receipt of the employer's current seniority list.

13.4 Retention of Seniority

- (a) Laid off regular employees shall retain their seniority accumulated up to the time of layoff for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this section, employees shall be permitted to exercise their rights in accordance with Article 13.3 of this Agreement.
- (b) During a laid off employee's recall period, they shall be entitled to transfer to casual status in accordance with Article 23.4 of this Agreement. Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

13.5 Job Training

At the request of either the employer or the Union, the Parties shall meet in accordance with Article 7.5 Union/Management Committee for the following purposes:

- (a) planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;

- (b) planning training programs for those employees affected by new methods of operation;
- (c) planning training programs in the area of general skills upgrading.

13.6 Interim Solutions

The Parties at the local level will cooperate in the spirit of this Agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions. Employees who accept temporary positions continue to be covered by job security protection at the conclusion of the temporary position.

13.7 Comparable Job

A “comparable job” is defined as a job, which is within ten percent (10%) of the rate of pay the displaced employee was receiving at the time of displacement. In calculating the ten percent (10%) differential the Parties must include wages and the following benefits: medical, dental, extended health, group life and long term disability.

13.8 Contracting Out

The employer agrees not to contract out any work presently performed by employees covered by this Agreement, which would result in the laying off of such employees. There will be no expansion of contracting in or out within the bargaining unit of the Union as a result of the reduction of FTEs.

ARTICLE 14 - JOB DESCRIPTIONS

14.01 Job Descriptions

The employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognised job descriptions unless the Union presents written objection within thirty (30) days.

14.02 Changes

The employer retains the right to create new jobs or amend existing job duties during the term of the collective agreement. In doing so, the employer agrees to provide the Union with a new or amended job description, including duties, qualifications required and wage rate.

The Union retains the right to negotiate an appropriate wage rate for the new or amended position, however, it must do so within sixty (60) days of being provided with the notice of new job or classification. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee, or the date of change in job duties.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1 Hours of Work and Overtime

For the purpose of scheduling, a week is defined as beginning on Monday, and ending on Sunday.

- (a) Employees will propose their work schedules within the following parameters:
 - (1) The hours of work for full time employees, exclusive of meal times, will be thirty-seven point five (37.5) hours per week and the work day shall not exceed ten (10) hours, except where the employee specifically requests and the employer agrees in writing.
 - (2) Work will generally be scheduled from Monday to Friday from 10 am to 6 pm, with the understanding that to meet operational needs or program requirements employees may be required by the employer from time to time to work on Saturdays or Sundays. Any hours worked by an employee required by the employer to work on a Saturday or Sunday shall count as one and one-half (1 ½) times the hours actually worked.
 - (3) Hours worked in excess of thirty-seven point five (37.5) hours per week or ten (10) hours per day will be considered overtime and shall count as one and one-half (1 ½) times the hours actually worked.
 - (4) Hours worked in excess of twelve (12) hours per day shall count as two (2) times the hours actually worked.
 - (5) All premium time is defined as overtime and saved in the overtime bank

- (b) Work schedules will be established as follows:
 - (1) Employees will propose work schedules as often as necessary or when requested by their supervisor and advise their supervisor when a new schedule has been submitted, specifically mentioning any overtime proposed.

- (2) The supervisor will review the proposed work schedule and advise the employee of any changes required by operational needs or program requirements in writing within one (1) full weekday of submission.
 - (3) The employer will retain the right to modify work schedules in writing to meet operational needs or program requirements. The employee may request modification to a current work schedule at any time, subject to approval in writing from their supervisor, taking into account operational needs and program requirements.
- (c) All overtime requires prior approval from the employer in writing, except in emergency situations where there is no alternative and no ability to get prior approval.
- (d) Hours worked by an employee on a scheduled day off or vacation day at the written direction of the employer shall count as two (2) times the hours actually worked.

15.2 Minimum Hours of Work

An employee directed by the employer to report for work on any work day shall earn at least two (2) hours of work, and, if the employee commences work, they shall be entitled to a minimum of four (4) hours recognition for that day, unless previously notified by the employer that they should not report.

15.3 Meal Periods

- (a) Employees shall take an unpaid meal period as close as possible to the middle of each shift of five (5) hours or more. The length of the meal period shall be thirty (30) minutes.
- (b) An employee who must be available for work during their meal period will count their meal period as working time.

15.4 Rest Periods

Employees shall take a fifteen (15) minute paid rest period in each half of any full shift. Employees working less than five (5) hours in a shift shall receive one (1) fifteen (15) minute paid rest period.

15.5 Casual Leave

Regular Full-Time employees shall receive ten (10) casual leave days per calendar year with pay in accordance with the following guidelines. Regular Part-Time employees shall receive casual leave days on a prorated basis.

- (a) Such days shall not accumulate from year to year.
- (b) These days shall not be considered extra vacation but may be used in conjunction with vacations only when approved by the Executive Director.
- (c) Casual days may be otherwise used in conjunction with other days off.
- (d) Use of casual days shall require prior notification of at least seven (7) calendar days notice and approval of management, whose approval shall not be unreasonably withheld. In the case of emergencies, only twenty-four (24) hours notice shall be required, subject to approval of management.
- (e) Use of consecutive five (5) day blocks of casual days is not permissible.
- (f) Use of casual days will not conflict with reasonable expectations of maintaining service to the members.
- (g) Casual days are to be noted on employee's time sheets.

15.6 Excursions

Employees, pre-approved by the employer, who accompany Centre Users on excursions will be recognized as working twelve (12) hours for every twenty-four (24) hour period.

15.7 Job Sharing

- (a) "Job sharing arrangement" is where two part-time employees perform the duties of a position previously performed by one full-time employee.
- (b) "Partners" are part-time employees participating in a job sharing arrangement.
- (c) Job Share agreements may be proposed by a regular full-time employee and subject to approval by the employer.
- (d) Eligible partners must be selected as a result of a posting.
- (e) There shall be no extra costs to the employer as a result of a job share.
- (f) The employer or either partner may terminate the job share arrangement.
- (g) The original incumbent always retains the rights to the full position.

- (h) If the original incumbent terminates employment, the position shall be posted full-time.
- (i) If the original incumbent terminates the arrangement by wanting to take the job back full-time, the displaced partner retains the right to bump according to bumping and lay-off provisions of this Collective Agreement.
- (j) If the second partner terminates the arrangement, the original incumbent retains the full position. The original incumbent, at their option, may enter into another sharing arrangement. If the latter is the case, then a posting shall take place to fill the vacant partnership.
- (k) If both partners are new to the position, then the senior partner shall be deemed the original incumbent.
- (l) Both partners shall be covered by all provisions of the Collective Agreement that apply to a regular part-time employee.
- (m) When one partner is absent (e.g. sick leave, vacation, etc.) the other partner shall make every reasonable effort to cover for such absence by working full time, rather than employ a temporary replacement when full-time coverage is required by the employer.

ARTICLE 16 – OVERTIME BANK

- (a) Employees will have the choice between taking overtime as pay or as time in lieu. An employee may accumulate compensating time to be used at a later date in an overtime bank to a maximum of forty (40) hours at any one time. Any banked overtime in excess of forty (40) hours shall be paid out in the next pay period. In any event the employer will pay it out upon the end of the employee's employment.
- (b) Employees wishing to take time in lieu will do so at a time that is mutually agreed upon in writing between the employee and the supervisor.
- (c) The employer will use the time bank to track overtime hours, and overtime will be recorded upon approved time sheets which are available to employees.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

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

17.3 Holiday Coinciding with a Day of Vacation

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

17.4 Holiday Pay for Regular Part-Time Employees

Regular part-time employees shall receive four point six percent (4.6%) of straight-time pay instead of paid holidays.

17.5 Christmas Shut Down

All days between Christmas Eve and New Year's Day shall be time off with pay.

17.6 Scheduling of Lieu Days

Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the employer otherwise agree.

ARTICLE 18 - VACATION ENTITLEMENT

18.1 Annual Vacation Entitlement

- (a) Subject to paragraph (b), yearly vacation with pay shall be earned by regular Full-time employees as follows. Regular Part-time employees shall earn vacation days on a prorated basis:
 - (1) to the end of the fourth (4th) year of service: fifteen (15) days;
 - (2) for the fifth (5th) through tenth (10th) years of service: twenty (20) days; and
 - (3) for the eleventh (11th) and subsequent years of service: twenty-five (25) days.
- (b) New employees will earn vacation with pay on a pro-rated basis, calculated by dividing fifteen (15) by three hundred sixty-five (365), multiplying the resulting number by the number of days from the first day of employment to and including December 31 of the same year and rounding to the nearest whole number, provided that vacation will not accrue during an unpaid leave. New employees may not take vacation until after three (3) months of employment.
- (c) Subject to paragraph (b), the yearly vacation set out in paragraph (a) shall be advanced to employees on January 1 of each year of service. However, should the employment of an employee terminate for any reason at a time when the employee has taken more vacation than was earned, an adjustment shall be made to the employee's final cheque(s) to repay such advance, and if the adjustment is not sufficient, the employee shall repay the balance to the employer.
- (d) For the calendar year in which an employee advances to a greater number of vacation days in accordance with paragraph (a), the employee's days of vacation for that calendar year will be calculated on a pro rata basis based on the number of days in the year before and after the employee's employment anniversary date.

- (e) Vacation may be calculated by the hour, based on seven point five (7.5) hours for each day. If vacation is taken by the hour by an employee within the first calendar year of the employee's employment, then the pro-rated calculation in paragraph (b) will be adjusted accordingly.

18.2 Vacation Period

The choice of vacation periods shall be granted to employees on the basis of first-come, first-served with the employer except where the period requested would be detrimental to the operation of the employer.

18.3 Vacation Pay

Upon receipt of fourteen (14) days' written notice, the employer shall pay to the employee, on the pay day immediately prior to the commencement of their vacation, an amount equivalent to their vacation being taken, up to the amount of vacation pay earned.

18.4 Vacations Non-Accumulative

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year, but requests for additional carry over may be approved in the case of special circumstances.
- (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.
- (c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Collective Agreement.

18.5 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1.

18.6 Reinstatement of Vacation Days - Sick Leave

In the event an employee is sick or injured prior to the commencement of their vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

18.7 Call-Back from Vacation

- (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 himself/herself, 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.

18.8 Vacation Credits Upon Death

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

ARTICLE 19 - EDUCATION LEAVE

19.1 Courses/Examinations at the Request of the Employer

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

19.2 In-Service Education

- (a) Employees scheduled by the employer to attend in-service education seminars on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar.

- (b) Employees required by the employer to attend in-service education seminars on a scheduled day off shall receive compensation for all hours in attendance at the seminar in accordance with Articles 14 and 16.

19.3 Leave Without Pay

After three (3) years' continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the employer's operations in accordance with the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the employer to comply with such requests, providing that replacements to ensure proper operation of the employer can be found.
- (c) The employer shall provide written reasons for the denial of leave pursuant to (a) above.
- (d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in their former position or an equivalent position. Where such a position does not exist, the employee shall be entitled to exercise their rights in accordance with Article 13.

19.4 Professional Development

Employees shall be entitled to access up to up to twenty (20) paid hours of work per calendar year to pursue professional development which is directly related to work improvement and/or advancement with Qmunity.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) To deal with bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, to a maximum of five (5) work days.

At the employee's option this leave, in whole or in part, may be made available for a final visit to a terminally ill immediate family member.

“Immediate family” includes those individuals set out in the *BC Employment Standards Act, section 52.1* and the *BC Compassionate Care Leave Regulation – BC Reg 281/2006* or as amended, and any other relative permanently residing in the employee's household or with whom the employee permanently resides. “Immediate family” shall also include any other individual defined by the employee as chosen family for the application of this Article.

- (b) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (c) Every effort will be made to grant additional bereavement leave of absence without pay if requested by the employee.

20.2 Jury Duty

- (a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.
- (b) An employee in receipt of their regular earnings while serving at a court shall remit to the employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the employer.
- (c) In cases where an employee's private affairs require a court appearance, the employer shall grant the employee leave of absence without pay to attend at court.

20.3 Special Leave

Where leave from work is required, a regular employee who has completed three (3) months of service shall be entitled to special leave at their regular rate of pay for the following:

- (a) Birth or adoption of the employee's child – three (3) days;
- (b) Household or domestic emergency, including illness, in the employee's immediate family – up to five (5) days per calendar year. Regular Part-time employees shall be entitled to the use of special leave days for household or domestic emergency, including illness, in the employee's immediate family on a prorated basis;
- (c) Taking a test required to become a Canadian citizen – one (1) day;

- (d) Attending a formal hearing to become a Canadian citizen – one (1) day;
- (e) To get married or participate in a commitment ceremony – three (3) days.

20.4 Compassionate Care, Child Disappearance and Child Death

Leaves respecting compassionate care, child disappearance and child death shall be granted in accordance with the *BC Employment Standards Act*.

For the purposes of this Article, family member includes those individuals set out in the *BC Employment Standards Act, Section 52.1*, and the *BC Compassionate Care Leave Regulation*.

An employee granted leave under this Article shall be entitled to continued accumulation of benefits in accordance with Article 20.6 – Benefits on Leave of Absence. For the balance of the leave taken pursuant to this Article, the service of an employee shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plans in the same manner as if the employee was not absent.

Casual employees shall not be required to be available for shifts if the employee's unavailability is due to reasons related to leaves set out in this Article. The employer will not terminate casual employment or otherwise take punitive action due to unavailability for such reasons. Where casual employees are unavailable for shifts as a result of this Article, the employee shall provide the employer with notice.

20.5 General Leave

Subject to operational requirements, the employer may grant a leave of absence without pay to an employee requesting such leave. Request for such leave shall be in writing with at least two (2) weeks' notice, except in cases of emergency. The employer shall make every reasonable effort to respond within two (2) weeks and approval for such leave shall not be unreasonably withheld.

20.6 Benefits on Leave of Absence

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

20.7 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) for employees elected to a public office for a maximum period of five (5) years.

20.8 Domestic Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the employer agrees that an employee who is the victim in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation directly affecting them or their immediate family living in their household.

An employee who is the victim of domestic violence or abuse will be granted up to five (5) days of paid leave per year. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. Employees are also entitled to up to twenty-six (26) additional weeks without pay which shall be taken in one (1) continuous period.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

20.9 Trans-affirming Care

An employee who requires a leave of absence in order to access physical or psychological trans-affirming care (including medical or non-medical procedures(s)) shall be granted a leave with pay for up to fifteen (15) days per calendar year. Such leave shall be taken, where applicable, prior to accessing sick leave.

20.10 Medical Appointment Leave

When an employee is unable to schedule a doctor's appointment outside of the employee's current work schedule, they shall be entitled to leave with pay to a maximum of ten (10) hours in a calendar year, after which it will be deducted from the employee's accumulated sick leave. The employee will be required to notify their supervisor immediately upon being aware of the need to be absent from work due to a doctor's appointment.

20.11 Donor Leave

The employer and the Union encourage employees to register as organ donors. Employees shall be granted the necessary leave of absence and access sick time, where applicable, to donate bone marrow or an organ. Should the employee have no accrued sick time, an unpaid leave shall be granted.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

- (a) An employee is entitled to a maternity leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under subsection (c) must be given in writing to the employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6)

consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

- (f) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or subsection (e) preceding, the employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six (6) consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to opt for either a standard parental leave of up to thirty-seven (37) consecutive weeks (or thirty-five (35) consecutive weeks in the case of a primary care giver who takes leave under Article 21.1) or extended parental leave of up to sixty-three (63) consecutive weeks (or sixty-one (61) consecutive weeks in the case of a primary care giver who takes leave under Article 21.1) without pay.
- (b) Where both parents are employees of the employer, the employees shall determine the apportionment of the up to sixty-three (63) weeks' (or sixty-one (61) weeks in the case of a primary care giver who has taken leave under Article 21.1) parental leave between them.
- (c) An employee shall give four (4) weeks' notice prior to the proposed date of commencement of such leave. The employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.1(b). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (d) Parental leave shall commence:
 - (1) in the case of a primary care giver, immediately following the end of the maternity leave taken under Article 21.1, unless the employer and the employee agree otherwise;
 - (2) in the case of the "other parent" following the birth of the child and within the fifty-two (52) week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the mother, including common-law spouse as defined in Definition No. 9;

- (3) in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 21.1 and Article 21.2 is limited to fifty-two (52) weeks for a standard combined maternity and parental leave or up to seventy-eight (78) weeks for an extended combined maternity and parental leave, plus any additional entitlements provided under Article 21.1(f) and/or Article 21.2(e) preceding.

21.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement), 24 (Pension Plan) and 25 (Health Care Plans). The employer shall continue to make payments to Health and Welfare and Pension Plans, in the same manner as if the employee were not absent where the employee elects to pay their share of the cost of the plans.

21.5 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the employer in the position previously occupied by the employee and with wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13.
- (b) Where the employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with subsection (a).

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

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

22.2 Centre User Information

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

22.3 Occupational Health and Safety Committee

- (a) The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be between the employer and the Union, with equal representation, and with each Party appointing its own representatives.
- (b) Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Joint Committee. Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee pursuant to the WCB Occupational Health and Safety Regulations.

Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

- (c) The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the employer. Within twenty-one (21) days thereafter, the employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the employer's response, it may refer the matter to the Industry Troubleshooter for a written recommendation.
- (d) No employee shall be disciplined for refusal to work when excused by the provisions of the Workers' Compensation Act or regulations.
- (e) The Occupational Health and Safety Committee may use the resources of the WorkSafe BC and/or the Health Care Occupational Health and Safety Agency to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, dealing with aggressive Centre Users and the role and function of the Occupational Health and Safety Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.
- (f) The employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.
- (g) The employer will provide orientation or in-service which is necessary for the safe performance of work and the safe use of equipment. The employer will also make readily available information, manuals and procedures for these purposes.

The employer will promote processes that provide the most effective ways to safely perform work.

These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, sufficient staffing, and inservices/team meetings. The Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to make recommendations on these measures, supported by available resources (eg., from OHSAH, WCB).

- (h) The Occupational Health and Safety Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

22.4 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the employer is aware that a Centre User has a history of aggressive behaviour, the employer shall provide employees with information in its possession regarding a Centre User, which is necessary for the employee to safely carry out their duties.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The employer shall make every reasonable effort to ensure that sufficient staff are present when any such Centre User is present. It is understood that this provision is at no cost to the employer.
- (d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

22.5 Video Display Terminals

The employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the WorkSafe BC.

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the employer. Return transportation to the employee's home shall not be provided by the employer where someone at the employee's home can reasonably provide such transportation.

22.7 Injury Pay Provision

- (a) An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled and assigned hours on that day provided the injury results in the employee being approved for a Workers' Compensation Board claim.
- (b) An employee eligible for sick leave coverage pursuant to Article 28 shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee to the extent of the reimbursement, if any, related to WCB wage loss benefits which are received by the employer.

22.8 Investigation of Accidents

- (a) Except in the case of a vehicle accident occurring on a public street or highway, the employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.
- (b) Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one (1) Union Occupational Health and Safety Committee member or, if not available, a Union steward, and one (1) employer representative.
- (c) Copies of the accident investigation reports must be forwarded without undue delay to the Occupational Health and Safety Committee.
- (d) In the event of a work related employee fatality, the employer shall notify the Union designate of the nature and circumstances of the accident as soon as possible.

22.9 Employee Workload

The employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety related workload concerns to the Occupational Health and Safety Committee for investigation under Article 22.3.

ARTICLE 23 - CASUAL EMPLOYEES

23.1 Casual Employees

- (a) Casual employees shall receive ten point four percent (10.4%) of their straight-time pay in lieu of scheduled vacations and paid holidays.
- (b) Casual employees shall serve a probationary period of four hundred and fifty (450) paid hours. During the probationary period casual employees may be terminated for unsatisfactory service.
- (c) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 12.10.
- (d) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.10.
- (e) Where a casual employee performs work in a different classification the employee shall serve a qualifying period of four hundred and fifty (450) paid hours. During the qualifying period, casual employees may be returned to their previous classification for unsatisfactory service.
- (f) Casual employees may be laid off from the casual list in reverse order of seniority where it becomes necessary to reduce the workforce due to economic circumstances. Laid off casual employees shall retain their seniority for one (1) year subject to which they shall be reinstated to the casual list in the order of their seniority when it becomes necessary to expand workforce.
- (g) Casual employees shall receive a letter of appointment immediately upon recruitment clearly confirming their employment status, their classification, hours of work and term of employment.

- (h) Casual employees who work more than fifteen (15) hours per week on average over a period of one (1) calendar year shall be reviewed to determine whether there is sufficient predictable funding to convert the work into a regular part-time or full-time position. In such a case, the employee shall be appointed to the newly created position and shall not be required to complete a probation or appraisal period.

23.2 Seniority List

- (a) The casual employee seniority list shall be revised and updated every six (6) months as of the last date of the payroll period immediately prior to April 1st, and October 1st in each year. The seniority of each casual employee thus determined shall be entered in descending order of the most hours worked to the least. The employer shall send to the Union designate a revised copy of the casual seniority list.
- (b) Upon return to work, casual employees will be credited with seniority hours for the period of time during which the employee was in receipt of wage-loss benefits from the WCB under Sections 29 or 30 of the Workers' Compensation Act. The number of hours credited shall be based on the employee's average weekly straight-time hours paid over the one-half (½) payroll year preceding the employee's leave of absence due to compensable illness or injury. Where the employee has been employed for less than one-half (½) payroll year, straight-time paid hours shall be based on the employee's average weekly straight-time hours paid since date of hire.

23.3 Regular Part-time Employees

Regular part-time employees may perform casual work under this clause except that Article 23.1(a), (b), (c) and (d) shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days, the employee shall be relieved of their regular schedule at the option of the employee. All time worked shall be credited to the employee for the purpose of seniority and benefit accumulation.

23.4 Transfer to Casual Status

A regular employee who is laid off shall be entitled to transfer to casual status. Other regular employees may transfer to casual status provided that the employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer.

23.5 Application of Agreement

Except as otherwise noted the provisions of the following Articles do not apply to casual employees. The provisions of all other Articles apply to casual employees unless otherwise explicitly stated.

- Article 11.2(a) Seniority List
- Article 11.5 Seniority Dates
- Article 12.10 Probationary Period
- Article 12.11 Qualifying Period
- Article 13 Job Security
- Article 15.5 Casual Leave
- Article 18 Vacation Entitlement
- Article 19 Education Leave
- Article 20 Special and Other Leave
- Article 21 Maternity, Parental & Adoption Leave
- Article 25 Health Care Plans
- Article 27.3 Temporary Promotion or Transfer
- Article 27.10 Supervisory or Military Service
- Article 28 Sick Leave

23.6 Removal from Casual List

An employer may remove a casual employee from the casual list if they are unavailable for a six (6) month period.

ARTICLE 24 - PENSION PLAN

The Parties conceptually support a pension plan for the employees of QMUNITY and agree to begin a joint review process to research pension options, including options to phase in a plan with staggered contribution levels over time, in order to achieve a plan that is affordable for employees and the employer. A mutually agreed approach will be implemented by way of a letter of agreement by June 30, 2021.

ARTICLE 25 - HEALTH CARE PLANS

This Article and Schedule B are a summary only and all benefits are subject to the terms and conditions of the applicable plan as currently outlined in the Standard Life Group Insurance book for policy 14717 effective July 1, 2003 and modified on May 13, 2013.

25.1 BC Medical

The employer shall pay one hundred percent (100%) of the regular monthly premiums for eligible regular employees who have completed three (3) months of service, their spouse, and dependents for medical coverage under the BC Medical Plan. Such premiums shall be paid directly to the government on behalf of the employee.

25.2 Dental Plan

- (a) The employer shall arrange for a dental plan covering eighty percent (80%) of the costs of basic and preventative treatments with a maximum reimbursement of two thousand two hundred fifty dollars (\$2,250) per calendar year, fifty (50%) of major treatments, with a maximum reimbursement of one thousand five hundred dollars (\$1,500) per calendar year, and fifty (50%) of orthodontic treatments reimbursement of one thousand five hundred dollars (\$1,500) per lifetime.

All maximum reimbursements are per patient.

- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The employer shall pay one hundred percent (100%) of the premium.

25.3 Extended Health Plan

- (a) The employer shall pay one hundred percent (100%) of the monthly premiums for extended health care coverage for employees and their families under the plan.
- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be five hundred dollars (\$500) every twenty-four (24) months with no deductible and the allowance for hearing aids will be one thousand dollars (\$1,000) every thirty-six (36) months.

25.4 Group Life Insurance

- (a) The employer shall arrange for a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of twenty-five thousand dollars (\$25,000) and standard twenty-four (24) hour accidental death and dismemberment insurance until age sixty-five (65). After the age of sixty-five (65), the amount of coverage shall decrease to twelve thousand five hundred dollars (\$12,500) until the age of seventy (70), at which time the group insurance coverage will cease. Coverage shall

continue until termination of employment. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

- (c) The employer shall pay one hundred percent (100%) of the premium.

25.5 Dependents

An eligible dependent for the purposes of this Article is one who is so classified for Income Tax Purposes.

25.6 Long Term Disability

- (a) The employer shall arrange for a long term disability insurance plan and employees shall pay one hundred percent (100%) of the premium. Membership in the plan will be mandatory.
- (b) Benefit entitlement will be two-thirds (2/3) of monthly income (rounded up to the next highest dollar) with an overall maximum of eighty-five percent (85%) of the net monthly income as determined at the beginning of the disability. Benefits shall be non-taxable.
- (c) The elimination period shall be four (4) months.

25.7 Commencement of Coverage

Coverage under the provisions of this Article shall apply to regular employees who have completed three (3) months service and will provide such employees who qualify with salary continuation until the age of sixty-five (65) in the event of a qualifying disability.

25.8 Confidentiality of Claim Forms

All information on an employee health and welfare plan claim form will be kept confidential and used only for its intended purpose. Employees shall have the right to submit claim forms directly to the benefit provider/insurance carrier.

ARTICLE 26 - EMPLOYER PROPERTY

26.1 Return of Employer Property on Termination

Employees must return to the employer all employer property in their possession at the time of termination of employment. The employer shall take such action as required to recover the value of articles which are not returned.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

- (a) Employees will be paid in accordance with the employer's current practices unless otherwise mutually agreed between the employer and the Union or unless otherwise expressed in this Article. Employees shall be paid by cheque or direct deposit.
- (b) The statements given to employees shall include overtime adjustments and an itemization of all deductions.
- (c) The employer shall have the right to require all employees to participate in the pay direct system. The employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which the employee wishes their pay to be deposited provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a significant error in their pay, the employer must provide a manual cheque at the employee's request, as soon as reasonably possible.

27.2 Wages

Wage rates are set out in Schedule A.

27.3 Temporary Promotion or Transfer

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

27.4 Relieving in Higher and Lower Rated Positions

- (a) In the event of an employee relieving in a higher paid job, the employee shall receive the higher rate of the new position after not less than one (1) work day, retroactive to the start of the relief period.
- (b) In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.
- (c) Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, ten percent (10%) per month more than the highest rate for their classification, or one hundred dollars (\$100), or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

27.5 Re-employment After Voluntary Termination or Dismissal for Cause

Where an employee voluntarily leaves the employer's service, or is dismissed for cause and is later reengaged, seniority and all perquisites shall date only from the time of re-employment, according to regulations applying to new employees.

27.6 Supervisory or Military Service

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the employer as a supervisory employee, does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

27.7 Vehicle Allowance

- (a) An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the employer shall receive an allowance of the maximum allowable per kilometer rate under the Canada Revenue Agency automobile allowance rates as adjusted from time to time.
- (b) If the employee uses public transportation, the employer shall reimburse the employee the cost of public transportation for all travel on the employer's business.
- (c) If the employee uses their own bicycle, the employer shall reimburse the employee for receipted maintenance costs up to two hundred dollars (\$200.00) per calendar year.

27.8 Meal Allowance

Employees sent by and approved by the employer to take a course or participate in some other form of job-related training or development activity (orientation, conference, seminar, workshop) shall be entitled to reimbursement for receipted meal expenses to the maximum set out below.

The meal allowances will be as follows:

Breakfast	\$17.00
Lunch	\$21.00
Dinner	\$30.00

27.9 Out-of-Pocket Expenses

An employee shall be reimbursed for reasonable out-of-pocket expenses that are incurred in the performance of their duties and of a type previously authorized by the employer, as long as such costs are not addressed by specific allowances payable elsewhere under this Agreement. Employees shall return any monies advanced by the employer upon termination of employment.

27.10 Indemnification and Reimbursement of Legal Fees

- (a) Except where there has been 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 reasonable costs, legal fees and other expenses arising from any such action.

- (b) Where an employee is charged with one (1) or more criminal offences resulting directly from the proper performance of the employee's duties, and all such charges are permanently concluded by the employee being found not guilty, or by the charge(s) being dropped, the employee shall be reimbursed for reasonable legal fees reasonably incurred by the employee with respect to such charge(s).

27.11 Wellness/Physical Fitness Program

The employer recognizes there are a wide variety of activities that lead to improved physical fitness and emotional health. The employer will reimburse employees for pre-approved expenses related to activities and/or programs that lead to improved physical fitness and/or emotional health.

Such activities must be action oriented and/or educational and/or health focused and designed to modify lifestyles or behaviours to increase or improve muscular strength, skeletal strength, cardiovascular strength, flexibility, stability, eye health or mental health. The employer will establish procedural requirements for reimbursement of expenses related to the wellness program, including a list of employer-approved eligible expenses under the program and a provision for employees to submit an application to the employer for pre-approval of any proposed expenses that are not explicitly included on the employer's list of approved eligible expenses.

An employee may access wellness expense reimbursements to the maximum annual allowance to the maximum of five hundred dollars (\$500.00) in each calendar year starting each January 1st. Unused portions of the annual allowance for wellness expense reimbursement may not be carried over to following years.

ARTICLE 28 - SICK LEAVE

28.1 Premium Reductions

The following sick leave provisions may be varied by mutual agreement between the Union and the employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

28.2 Sick Leave Credits

Regular Full-time employees who have completed three (3) months of service shall accrue sick leave credits at the rate of one and one quarter (1.25) days per calendar month to a maximum of eighty (80) days. Upon completion of three (3) months of service, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave credits. Regular Part-Time employees shall accrue sick leave credits on a prorated basis.

28.3 Sick Leave Pay

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

28.4 Workers' Compensation Benefit

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays, and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 25 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Workers' Compensation Act, so long as the employee is otherwise entitled to benefits under those Sections of the Workers' Compensation Act.
- (d) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, and WCB has not reimbursed the employer for the amount of wage loss benefits paid for the period of sick leave, the employee shall reimburse the employer for such amount upon receipt from WCB. Any sick leave credits used shall then be reinstated to the employee to the extent of such reimbursement when received by the employer.
- (e) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.4 except that seniority shall continue to accrue based on regular hours.

28.5 Sick Leave Deductions

Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off. An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

28.6 Leave of Absence Without Pay

Employees with more than (1) year's service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for a period of not less than one (1) month plus an additional one (1) month for each additional three (3) years of service, or proportion thereof, beyond the first year of service.

Further leave of absence without pay shall be granted upon written request provided that the request is reasonable. The employer may require the employee to prove sickness or incapacity and provide a medical opinion as to the expected date of return to work. The employer's decision for further leave of absence without pay shall be in writing.

If no written report is received by the employer by the end of the leave of absence without pay explaining the employee's condition, the employee's services shall be terminated.

28.7 Less than One (1) Year's Service

Employees with less than one (1) year's service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) workdays without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the employer within seven (7) work days from such an employee explaining their condition, they shall be removed from the payroll.

28.8 Accumulated Sick Leave

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

28.9 Other Claims

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

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

ARTICLE 29 - GENERAL CONDITIONS

29.1 Copies of Agreements

- (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. Sufficient copies of the Agreement will be printed for distribution to employees. The Union and the employer will share equally the cost of printing and distribution.
- (b) The Agreements shall be printed in a Union print shop and shall bear a recognized Union label.
- (c) The employer will provide copies of the printed Agreement within ninety (90) days of the signing of this Agreement. Ninety (90) days may be waived in extenuating circumstances.

29.2 Volunteers

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

The Union recognizes and agrees that Centre Users may participate in the day to day operations of the employer for therapeutic value.

29.3 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the employer.

29.4 Special Employment Programs

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

29.5 Article Headings

In this Agreement, titles shall be descriptive only and shall not form part of the interpretation of the Agreement by the Parties or an Arbitration Board.

29.6 Criminal Record Check

Where the employer requires an employee to undergo a criminal record check as a condition of continued employment, the employer shall reimburse the employee for the full cost of the criminal record check.

29.7 Tax Forms

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

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

- (a) This Agreement shall be binding and shall remain in effect until midnight March 31st, 2023.
- (b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect one (1) week following the date of ratification.

30.2 Change in Agreement

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

30.3 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, 2022 but in any event not later than midnight, December 31, 2022.
- (b) Where no notice is given by either Party prior to December 31, 2022, both Parties shall be deemed to have given notice under this Article on December 31, 2022.

30.4 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Chris Losito
Administrator, CUPE Local 3495

Tim Agg
Executive Director, QMUNITY

Jeylan Bishop
Bargaining Committee

Joel Harnest
Manager, QMUNITY

Rana Nourallah
Bargaining Committee

Boots Meier
Bargaining Committee

SCHEDULE “A” WAGES

General Wage Increase:

January 1, 2020 = Matched to Provincial Community Social Services Master Agreement for all but Fundraiser classification.

April 1, 2021 = Fundraiser classification received 2.0% General Wage Increase. All other classifications matched to Provincial Community Social Services Master Agreement grid levels and general wage increases, including application of Low Wage Redress on April 1, 2021.

April 1, 2022 = 3.0% General Wage Increase applied to all classifications.

QMUNITY WAGE SCALE – January 1, 2020 to March 31, 2021

	Step 1	Step 2	Step 3
All Classifications (Except otherwise noted) – Matched to CSS Grid 12	\$24.37	\$25.70	\$27.06
Social Worker (Bachelor’s) – Matched to CSS Grid 13	\$25.66	\$27.11	\$28.53
Fundraiser	\$30.77	\$31.38	\$32.32

QMUNITY WAGE SCALE – April 1, 2021 to March 31, 2022 (includes CSS Low Wage Redress applied April 1, 2021)

	Step 1	Step 2	Step 3
All Classifications (Except otherwise noted) – Matched to CSS Grid 12	\$25.69	\$27.09	\$28.52
Social Worker (Bachelor’s) – Matched to CSS Grid 13	\$27.05	\$28.57	\$30.07
Fundraiser	\$31.69	\$32.32	\$33.29

QMUNITY WAGE SCALE – April 1, 2022 to March 31, 2023

	Step 1	Step 2	Step 3
All Classifications (Except otherwise noted) – Matched to CSS Grid 12	\$26.46	\$27.90	\$29.38
Social Worker (Bachelor’s) – Matched to CSS Grid 13	\$27.86	\$29.43	\$30.97
Fundraiser	\$32.64	\$33.29	\$34.29

Clarification on STEP Eligibility:

Each increment step is applicable the first pay period after April 1 each year. Employees hired prior to April 1 in a given year will be moved up to step 2 upon the first pay period after April 1, regardless of number of months employed.

Maximum step is Step 3 of the wage scale.

SCHEDULE “B”

Highlights of Employee Benefit Plans

This is a summary only and all benefits are subject to the terms and conditions of the applicable plan.

BENEFIT

SUMMARY

- Medical
 - 100% of Medical Services Plan of BC

- Extended Health
 - Reimbursement of 100% for eligible expenses
 - \$25 deductible per patient, maximum \$25 per family
 - Unlimited lifetime maximum for expenses incurred in Canada, per patient
 - Reimbursement of 100% for hospitalization, per patient
 - Reimbursable maximum of \$50 per year for eye examinations, per patient
 - Reimbursable maximum of \$500 every two (2) years for eye glasses, contact lenses, or laser eye surgery, per patient
 - Reimbursable maximum of \$1000 every three (3) years for hearing aids, per patient
 - Reimbursable maximum of \$500 every year for listed paramedical practitioners, per patient

- Dental
 - Reimbursement of 80% for basic and preventative treatments, up to \$2,250 per year, per patient
 - Reimbursement of 50% for major treatments, up to \$1,500 per year, per patient
 - Reimbursement of 50% for orthodontic treatments, up to \$1,500 for a lifetime, per patient

Life Insurance/AD&D

- \$25,000 for employees
- \$10,000 for spouse, and \$5,000 for each child from birth

Long Term Disability

- Employees pay 100% of the premium
- Membership in plan is mandatory
- Benefit entitlement is two-thirds (2/3) of monthly income up to a maximum of \$3,000
- Elimination period is four (4) months