

MEMORANDUM OF AGREEMENT

between

QMUNITY

And

Canadian Union of Public Employees, Local 3495

This Memorandum of Agreement between the parties constitutes final settlement of all outstanding collective bargaining issues with respect to the new Collective Agreement.

All of the terms and conditions of the previous Collective Agreement will remain in effect except as set out in this document.

This Memorandum of Agreement is subject to ratification by the principals of the parties hereto and both parties agree to recommend, to their respective principals, acceptance of the terms and conditions herein.

IN WITNESS WHEREOF the Parties hereto have fixed their signature hereto this

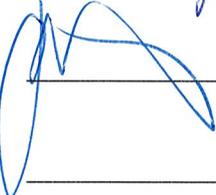
15 day of SEPTEMBER, 2020.

Signed on behalf of:

QMUNITY

Canadian Union of Public Employees, Local 3495











ARTICLE 1 – PREAMBLE
NEW

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.

Subsequent renumbering of Article 1.

ARTICLE 8 – GRIEVANCES

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 10 – DISMISSAL, SUSPENSION AND DISCIPLINE

10.3 Right to Grieve Other Disciplinary Action

- (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.**

ARTICLE 10 – DISMISSAL, SUSPENSION AND DISCIPLINE

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.

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)** ~~three (3)~~ 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**, ~~is defined as an employee's parent, spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, legal ward, 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.**

~~In the event of the death of the employee's brother-in-law, or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.~~

20.3 Special Leave

- (a) Birth or adoption of the employee's child — **three (3) days** ~~one (1) day~~;
- (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** ~~one (1) day~~.

ARTICLE 20 – SPECIAL AND OTHER LEAVE

NEW

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 20.5 – 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.

SUBSEQUENT RENUMBERING OF ARTICLE

ARTICLE 20 – SPECIAL AND OTHER LEAVE

20.8 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)** ~~five (5)~~ days per calendar year. **Such leave shall be taken, where applicable, prior to accessing sick leave.**

NEW

20.10 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.

SUBSEQUENT RENUMBERING OF ARTICLE

ARTICLE 21 – MATERNITY, PARENTAL AND ADOPTION 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)** ~~thirty-seven (37)~~ weeks' (or **sixty-one (61)** ~~thirty-five (35)~~ weeks in the case of a primary care giver who has taken leave under Article 21.1) parental leave between them.

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.

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.

~~The parties shall discuss the provision of a pension plan in future negotiations.~~

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

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.** ~~forty-eight cents (48c) per kilometer.~~
- (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	\$15.00
Lunch	\$21.00	\$18.00
Dinner	\$30.00	\$25.00

ARTICLE 27 – PAYMENT OF WAGES AND ALLOWANCES

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 focussed** 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 re-imbusement 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.

~~The annual allowance for wellness expense reimbursement is:~~

~~Permanent Full-time employees - \$500.00~~

~~Other employees - \$300.00~~

~~The wellness reimbursement program begins in 2019. Each qualifying An~~ employee may **access** receive wellness expense reimbursements to the maximum annual allowance **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 30 – TERM OF AGREEMENT

30.1 Duration

- (a) This Agreement shall be binding and shall remain in effect until midnight December 31, ~~2019~~ **2023**.

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 September 1, ~~2019~~ **2023** but in any event not later than midnight, September 30, ~~2019~~ **2023**.
- (b) Where no notice is given by either Party prior to September 30, ~~2019~~ **2023**, both Parties shall be deemed to have given notice under this Article on September 30, ~~2019~~ **2023**.

SCHEDULE "A" WAGES

****QMUNITY Wage Schedule – January 1, 2020-December 31, 2021**

	Step 1	Step 2	Step 3
All Classifications (except otherwise specified)	\$24.37	\$25.70	\$27.06
Social Worker (Bachelor's)	\$25.66	\$27.11	\$28.53
Fundraiser	\$30.77	\$31.38 (2% GWI on April 1, 2021)	\$32.32 (3% GWI on April 1, 2022)

QMUNITY Wage Schedule – January 1, 2022 – December 31, 2023
(April 1, 2022 – 3.0% general wage increases applied to each step of every classification.)

	Step 1	Step 2	Step 3
All Classifications (except otherwise specified)	\$25.10	\$26.47	\$27.87
Social Worker (Bachelor's)	\$26.43	\$27.92	\$29.39
Fundraiser	\$31.69	\$32.32	\$33.29

Wage increase applied retroactive to January 1, 2020 (with the exception of the Fundraiser classification, as this rate has already been established by Letter of Understanding).

Effective January 1, 2020, each increment step is applicable the first pay period after April 1 each year. The effect on current on current employees is as follows:

- **Employees hired prior to April 1, 2020 will be moved up a Step (maximum Step 3) effective April 1, 2020;**
- **Employees hired on or after April 1, 2020 will remain at their current Step; and compensated at the rate specified in the table above.**

**** Should Grids 12 and 13 of the Provincial CSSEA collective agreement receive additional upward compensation from the remainder of the negotiated "Low Wage Redress" fund, those adjustments will also be reflected on the All Classifications and Social Worker (Bachelor's) classifications, respectively, in this collective agreement the first pay period after April 1, 2021.**

The Letter of Understanding – RE: Fundraiser Position is deleted.

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