

**COLLECTIVE AGREEMENT**

**Between**

**Vancouver Association for the Survivors of Torture  
(VAST)**

**(the “Employer”)**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1936-28**

**(the “Union”)**

**(Together called the “Parties”)**

**July 1, 2022 – December 31, 2023**

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# **ARTICLE 1 – PREAMBLE**

## **1.1 Purpose of Agreement**

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

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

Except where seniority is specifically referenced, VAST emphasizes a non-hierarchical and collaborative decision-making process and relationship in our organization and amongst members of our community and team.

## **1.2 Future Legislation**

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

## **1.3 Conflict with Regulations**

In the event that there is a conflict between the contents of the Agreement and any regulation made by the Employer, or by any representative of the Employer, this Agreement will take precedence over the said regulation.

## **1.4 Use of Terms**

### **(a) Gender Neutral Terms**

Throughout this Agreement, gender neutral terms will be used. It is recognized that this will be the same as at the workplace where possible, but that some of VAST's working languages do not allow for this.

- (b) Singular or Plural

Wherever the singular is used the same will be construed as meaning the plural if the facts or context so require.

## 1.5 No Discrimination

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

## ARTICLE 2 – DEFINITIONS

### 2.1 Employees

- (a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Clause 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this Collective Agreement.
- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this Agreement on a prorated basis inclusive of additional hours of work except as provided for in Article 27 (Health and Welfare Benefits).

### 2.2 Other Definitions

- (a) "*Ability*" includes the ability to interact effectively with clients.
- (b) "*Classification*" defined for the purposes of the Collective Agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.
- (c) "*Common-Law Spouse*" and "*Common-Law Partner*" means two people who have co-habited as spousal partners for a period of not less than one year.
- (d) "*Day*" is a calendar day, unless otherwise noted.
- (e) "*Electronic Communications*" means electronic transmission of information

that has been encoded digitally which could include, but is not limited to, email.

- (f) "*Gender Expression*" means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.
- (g) "*Gender Identity*" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- (h) "*Geographic Area*" means a group of communities where it is practical for multiple locations to meet together.
- (i) "*Indigenous*" defined for the purposes of the Collective Agreement, has the same meaning as the term "Aboriginal" as defined in the Constitution of Canada, which "*includes the Indian, Inuit and Métis peoples of Canada*".
- (j) "*Premiums*" when expressed in relation to a wage rate refers to the straight-time wage rate, and (for greater clarity) wage-related premiums do not "*pyramid*" on other forms of wage-related premiums.
- (k) "*Union*" means the Union that represents the employees in the Certification.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Union Recognition**

The Employer recognizes CUPE Local 1936 as the sole and exclusive Collective Bargaining Agent for the Bargaining Unit as certified by the Labour Relations Board of British Columbia.

### **3.2 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, will be sent to the President of the Union, or designate. The Employer agrees that a copy of any correspondence between the Employer and any employees in the Bargaining Unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, will be forwarded to the President of the Union or designate.

### **3.3 No Other Agreement**

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

### **3.4 No Discrimination for Union Activity**

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

### **3.5 Right of Fair Representation**

Employees shall have the right to have the assistance of CUPE when processing grievances arising from this Agreement, or when engaged in collective bargaining with the Employer. Should CUPE require access to Employer premises in order to carry out its duties pursuant to this Clause, it must obtain permission from the Employer in advance.

### **3.6 Union Stewards**

The Union shall notify the Employer in writing of the name of each Union Representative before the Employer shall be required to recognize him/her. An employee will have the right to have a steward present at any meeting with supervisory personnel, which the employee believes might be the basis of disciplinary action, provided that there is no undue delay caused by the unavailability of a Union Representative or Steward.

### **3.7 Time Off without Pay for Union Business**

Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union. It is understood that the Employer retains the right to withhold the granting of such leaves if, in the opinion of the Employer, the efficiency and/or effectiveness of the operation would be negatively impacted by the granting of such a leave.

### **3.8 Recognition and Rights of Stewards**

- (a) Where an employee requests steward representation, and the Union has determined an appropriate steward is unavailable, a Union staff person, or local Union officer designated by the Union will represent the employee.
- (b) A steward, or their alternate, must obtain the permission of their immediate supervisor before leaving work for the time reasonably required to perform their duties as a steward. Leave for this purpose will be without loss of pay.

Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.

- (c) Where the steward's duties will unreasonably interfere with the proper operation of the Employer, its offices or shared premises, such duties will be performed outside of normal working hours.

### **3.9 Union Meetings**

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular Union meetings. The Employer will approve the use of the agency facilities to hold Union meetings. Union meetings, including general and/or committee(s) meetings, held on employer premises will not interfere with the operation of the Employer.

### **3.10 Union Communications**

- (a) The Employer will provide a bulletin board for the exclusive use of the Union. The sites will be determined by mutual agreement. The use of the bulletin boards is restricted to the affairs of the Union.
- (b) The parties may, at the Local level, agree upon another method of notifying employees of Union business.

### **3.11 Union Insignia**

A Union member will have the right to wear or display the recognized insignia of the Union. It is also understood by the parties that VAST serves a wide range of culturally diverse clientele, and the importance of being culturally sensitive when displaying insignia of any kind.

The Union agrees to furnish to the Employer union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such cards will remain the property of the Union and will be surrendered upon demand.

Additionally, the Employer will allow the Union to post on entries to Employer-controlled worksites, a decal declaring that the workers are Members of CUPE and/or CUPE 1936, as well as the appropriate logo.

### **3.12 Time Off for Union Business**

Leave of absence without loss of seniority will be granted:

- (a) Without Pay
-

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated.
  - (2) to elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment.
  - (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee.
  - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body, pertaining to this Collective Agreement.
  - (5) to stewards to maintain all bulletin boards.
  - (6) to the grievor to attend an arbitration board or any other Labour Relations body.
- (b) Without Loss of Pay
- (1) to stewards, or their alternates, to perform their duties as per Clause 3.7 (Recognition and Rights of Stewards);
  - (2) to employees appointed by the Union as Union representatives to attend Joint Labour/Management Committee and/or Joint Health and Safety Committee meetings during their working hours.
- (c) With Straight-Time Pay
- To members of the joint committees referred to in Article 3.12 (b) (2) when meetings are held outside of regular working hours.
- (d) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article will include sufficient travel time, where necessary.
- (e) Collective Bargaining
- Time spent by employees who are members of the Bargaining Committee will be without loss of pay for preparation time and for direct negotiations with the Employer.

### **3.13 Right to Refuse to Cross Picket Lines**

- (a) All employees covered by this Agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty will be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

### **3.14 Labour Relations Code**

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

### **3.15 Emergency Services**

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

## **ARTICLE 4 - UNION SECURITY**

- (a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.
- (b) All employees covered under this Collective Agreement hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership.
- (c) Nothing in this Agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

The Employer will, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the bargaining unit employee is a member of the Union, the amount of the regular dues and/or any assessments levied in accordance with the Union Constitution and/or Bylaws, payable to the Union by a member of the Union.

Deductions will be made in each payroll period of each month and membership dues or

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payments in lieu thereof will be considered as owing in the month for which they are so deducted. All deductions will be remitted to the Union not later than twenty-eight (28) days after the date of deduction. The Employer will use the CUPE National Direct Remittance process, as updated from time-to-time to complete remittance, and the Union will be responsible for ensuring that the Employer is provided with current information on this process.

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

The Employer will supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1<sup>st</sup> of the succeeding year. T4 receipts shall be accessible through the Employee online portal.

In consideration of the deduction and forwarding of Union dues by the Employer the Union will indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the deduction of dues and/or levies and assessments.

## **ARTICLE 6 – EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES**

The Employer agrees to advise new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward.

The Employer will notify the steward of new employees and of their primary work location within ten (10) days of the start date of the new employee. The Employer agrees that a Union steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **ARTICLE 7 - EMPLOYER'S RIGHTS**

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

## **ARTICLE 8 - EMPLOYER/UNION RELATIONS**



## 8.1 Representation

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

## 8.2 Labour Management Committee

- (a) There will be established a Labour/Management Committee composed of two Union representatives and two Employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four Union representatives and four Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad-hoc*" committees as it deems necessary and will set guidelines and operating procedures for such committees.
- (b) The Committee will meet at least once every three (3) months or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union shall be compensated with straight time pay.
- (c) An Employer representative and a Union representative will alternate in presiding over meetings. Minutes of each meeting of the Committee will be prepared by the Employer and approved by an Employer and Union designate who were in attendance at the meeting. Once approved, the minutes will be distributed to the Union and the Employer within five (5) working days.
- (d) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee will not supersede the activities of any other Committee of the Union or of the Employer and will not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties.
  - (2) recorrecting conditions causing grievances and misunderstanding.

## 8.3 Technical Information

- (a) The Employer agrees to provide to the Union such information as is

available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

- (b) In January of each year the Employer will provide to the Union a list of all employees in the bargaining unit, their job titles, and contact information.

## **ARTICLE 9 – GRIEVANCES**

### **9.1 Grievance Procedure**

The Employer and the Union agree that, should a dispute arise from:

- (a) the interpretation, application, or alleged violation of the Agreement, including all memoranda, letters and addenda attached to the Collective Agreement including the question of arbitrability; or
- (b) the dismissal, suspension, or discipline of any employee in the bargaining unit;

will be resolved in accordance with the following procedures.

### **9.2 Informal Step**

The employee shall make every effort to settle the dispute directly with their supervisor or the Employer's designate. The aggrieved employee will have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they will not, where possible, act as a steward in respect of their own grievance but will submit the grievance through another steward or union staff representative or Local officer.

### **9.3 Time Limits to Present Initial Grievance**

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

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

### **9.4 Step 2**

- (a) Subject to the time limits in Clause 9.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose.
  - (2) stating the article or articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated Employer representative through the union steward.
- (b) The designated Employer representative will:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

## **9.5 Time Limit to Reply to Step 2**

- (a) Within ten (10) business days of receiving the grievance at Step 2, the representative of the Employer, the employee and the steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.
- (b) The Employer's designate at Step 2 will reply in writing to the Union within ten (10) business days of receiving the grievance at Step 2.

## **9.6 Step 3**

The President of the Union, or their designate, may present a grievance at Step 3 to an Employer designated member (or members) of the Board of Directors:

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

## **9.7 Time Limit to Reply to Step 3**

The representative designated by the Employer to handle grievances at Step 3

will reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3. The Parties agree that this will not be the same person who heard the grievance at Step 2 but will have the authority to hear the grievance and decide the outcome and/or reach a settlement, if applicable.

## **9.8 Time Limit to Submit to Arbitration**

- (a) Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:
  - (1) thirty (30) days after the Employer's reply at Step 3 has been received, or
  - (2) thirty (30) days after the Employer's reply was due.

## **9.9 Amending of Time Limits**

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

## **9.10 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

## **9.11 Deviation from Grievance Procedure**

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

## **9.12 Policy Grievance**

- (a) Employer-Specific Grievances

Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence.

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

## **9.13 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance.

# **ARTICLE 10 – ARBITRATION**

## **10.1 Notification**

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other

party within thirty (30) days of the receipt of the reply at the third step, that the grievance is to be submitted to arbitration. Such notice will be by priority courier, facsimile, or electronic communication, as appropriate.

## **10.2 Appointment of the Arbitrator**

Where a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected by mutual agreement. Appointments shall be given priority to single arbitrators who identify with equity-seeking groups.

## **10.3 Board Procedure**

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

## **10.4 Decision of Arbitrator**

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

## **10.5 Disagreement on Decision**

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator will make every effort to provide written clarification within seven (7) days of receipt of the application.

## **10.6 Expenses of Arbitrator**

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

## **10.7 Amending Time Limits**

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

## **10.8 Witnesses**

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

## **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.1 Procedure**

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

### **11.2 Dismissal and Suspension**

- (a) The Employer may not dismiss, nor suspend without proper cause any employee who has completed their probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension and an employee will have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal will be forwarded to the President of the Union or the designated representative within five (5) working days.
- (b) A suspension of indefinite duration will be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as a dismissal grievance.
- (c) Upon the employee's request, suspensions of less than five days will be removed from an employee's file after the expiration of five years from the date it was issued, provided there has not been a further infraction.

### **11.3 Burden of Proof**

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

### **11.4 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand.

- (b) An employee will be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- (d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. Where an employee takes a consecutive paid or unpaid leave of absence that in total exceeds two (2) months within the eighteen (18) month period, the eighteen (18) month period will be extended up to the period of time in excess of two (2) months, with the agreement of the Union. The Union will not unreasonably deny the extension. Approved vacation and maternity and parental leaves are the exceptions that will not count toward the two-month threshold.
- (e) The Employer agrees not to introduce as evidence in any hearing any discipline-related document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## **11.5 Personnel File**

- (a) An employee, or the President of the Union or their designate, with written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five (5) working days' notice prior to giving access to such information.
- (b) Personnel files will be kept confidential, and access will be given only to those supervisory personnel that require the information in the course of their duties.

## **11.6 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee will be afforded the opportunity within ten (10) days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.



## 11.7 Probation

- (a) The Employer may reject a probationary employee. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.2 (Dismissal and Suspension) of this Agreement. The test for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all employees will be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed nine (9) calendar months.
- (c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed one (1) month. Following discussion with the Union, the Union will not unreasonably deny the extension.

## 11.8 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence without loss of pay until the Employer has determined there is a *prima facie* case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within thirty (30) days. The Employer will provide the Union with a copy of the investigation report. This summary sheet is on a "*without prejudice*" basis and will be treated with the strictest of confidentiality.
- (c) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.

# ARTICLE 12 – SENIORITY

## 12.1 Seniority Defined

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- (a) Seniority includes employment with the Employer prior to certification and will be as follows:
- (1) Regular full-time employees will have a seniority date, which includes all seniority as a regular part-time employee and as a casual employee and will include all absences for which seniority continues to accumulate.
  - (2) Regular part-time employees will accrue seniority based on all hours paid.
  - (3) Casual employees will accrue seniority on an hourly basis for all hours paid.
  - (4) For the purpose of part-time and casual seniority, seniority will be credited as all hours paid for and will include all absences for which seniority continues to accumulate.
  - (5) Upon achieving regular full-time employee status, a part-time or a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee's seniority date.
  - (6) Regular full-time employees who are returned to either part-time or casual status will have their seniority converted to hours.

## **12.2 Seniority List**

The Employer will prepare and provide to the Union once every year, in July, an up-to-date seniority list containing the following information for all employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay;
- (e) employee's status (per Article 2.1 Employees);
- (f) employee's continuous service date.

This seniority list, except rate of pay, will be emailed to be posted by the Employer at all worksites for thirty (30) days. Any objection to the accuracy of the seniority or continuous service date information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed valid and correct for all purposes for the duration of that posting period.

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

### **12.03 Loss of Seniority**

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

- (a) They are discharged for just cause;
- (b) Subject to Clause 12.5 (Bridging of Service), they voluntarily terminate their employment or abandon their position, as per Clause 11.7 (Abandonment of Position).
- (c) They are on layoff for more than three (3) years;
- (d) Upon being notified by the Employer, by priority courier that they are recalled from layoff they fail to contact the Employer with their acceptance of recall within seven (7) days of receipt of the recall notice. After contacting the Employer, employees will have up to fourteen (14) days to return to work.
- (e) They are permanently promoted to an excluded position and do not return to the bargaining unit within six (6) months.

### **12.4 Re-Employment**

An employee who resigns their position and within ninety (90) days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

### **12.5 Bridging of Service**

If a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability, or an aging parent and is re-employed with their former employer, upon application they will be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions will apply:

- (a) The employee must have been a regular employee with at least two years of service seniority at time of termination.
- (b) The resignation must indicate the reason for termination.
- (c) The break in service will be for no longer than six (6) years.

- (d) The previous length of service will not be reinstated until successful completion of the probation period on re-employment.

## **12.6 Same Seniority**

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

## **ARTICLE 13 – LAYOFF AND RECALL**

### **13.1 Definition of a Layoff**

“*Layoff*” is:

- (a) Cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) A reduction in hours of work greater than five (5) hours per week from the employees’ posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees’ status.

### **13.2 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff, as well as whether a pre-layoff canvass of employees is necessary or advisable and may be waived. If the pre-layoff canvass is not waived, then prior to the layoff of regular employees under Clause 13.3 (Layoff), the Employer will canvass employees in order to invite:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) early retirement; or
  - (3) other voluntary options, as agreed to by the Union and the Employer.

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

- (a) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of

employees.

- (b) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

### **13.3 Layoff**

Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will be laid off by classification, in reverse order of seniority.

### **13.4 Recall**

- (a) Employees will be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall will be sent by priority courier. Employees must accept recall within seven (7) days of receipt of the priority courier or email. Employees will have fourteen (14) days after accepting recall to return to work.
- (b) The recall period will be three (3) years. At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority.
- (c) New employees will not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.
- (d) Job posting under Article 24 (Promotion and Staff Changes) will occur prior to recall of any employee. When there are employees on the recall list, job postings will include a copy of this Article.
- (e) Employees on the recall list have the right to apply for job postings as an internal applicant.
- (f) When an employee on the recall list is a qualified applicant to a position, then the Employer will not consider applications to the vacancy from any less senior employees.
- (f) When an employee on the recall list is the successful applicant to a position, they will not be expected to start in the new position until fourteen (14) days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.

- (h) Should the employee not continue in the assignment beyond their trial period, and where the employee is still within their three (3) year recall period, they will be returned to the recall list for the remainder of their three (3) year recall period.

### **13.5 Advance Notice**

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

- (a) one (1) week's notice and/or pay in lieu of notice after three consecutive months of employment; or
- (b) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) three (3) weeks' notice and/or pay in lieu of notice after two (2) consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

### **13.6 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls may be initiated at Step 2 or 3 of the grievance procedure.

### **13.7 Worksite Closure**

- (a) Where the Employer closes a worksite or discontinues a program, the Employer will inform and consult with the Union regarding options to mitigate the impact to existing employees. Following consultations, where the Employer offers positions to all or part of the staff affected, the following will apply:
  - (1) Employees who accept a position and are placed in a lower classification will not have their salary reduced for a period of three (3) months.
  - (2) If the downward classification lasts longer than three (3) months, no employee will suffer more than ten (10) percent reduction in their basic pay.
- (b) An employee who is classified downward as per (2) above will be offered, in order of seniority, the first vacancy in their former classification with the

equivalent number of hours, or less, that they were working prior to their layoff, prior to the application of the recall provision.

## **ARTICLE 14 – HOURS OF WORK**

### **14.1 Definitions**

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

### **14.2 Hours of Work**

- (a) The regular operating hours of VAST is Monday to Friday, 9:00 am - 5:00 pm.
- (b) The hours of work of a regular full-time employee shall be no greater than forty (40) hours per week averaged over a two (2) week period. Employees self-schedule their daily scheduled hours within the hours of 8:00 a.m.- 6:00 p.m., Monday to Friday. It is encouraged that employees’ workday consist of eight (8) consecutive hours, but employees may self-schedule workdays not to exceed a total of ten (10) hours per day. In the event an employee needs to work outside of these days and/or hours, prior approval from the Employer is required.
- (c) The hours of work of a regular part-time employee shall be no less than three (3) hours per day up to eight (8) hours per day, unless otherwise mutually agreed. Part-time employees self-schedule to work their hours on their scheduled day of work within the hours of 8:00 a.m.- 6:00 p.m., Monday to Friday. In the event an employee needs to work outside of hours, prior approval from the Employer is required.
- (d) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they are not required to work, the employee will continue to be paid for a minimum of three (3) hours pay at their regular rate.
- (e) All employees are required to update and maintain their schedule using the VAST shared team calendar. Each employee must have their schedule updated in the shared team calendar the week prior. Last minute changes to one's schedule may be necessary and should be reflected in the team calendar as soon as it is possible to do so.

### **14.3 Rest Periods**

- (a) Rest periods will be taken without loss of pay to the employees.
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- (b) All employees will have two fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period.
- (c) Employees working a shift of three-point five (3.5) hours, but not more than six (6) hours, will receive one (1) rest period during such a shift.
- (d) In addition to the rest periods pursuant to 14.3 (b), it is understood that an employee may require self-care wellness breaks related to their work. The employee is expected to inform their team directly or by a status change through the internal communications platform and is encouraged to coordinate with their team to minimize disruption.

#### **14.4 Meal Periods**

- (a) Meal periods are paid breaks and will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be thirty (30) minutes.–
- (b) An employee will be entitled to take their meal period away from the worksite.
- (c) Where an employee is required to accompany a client away from the worksite for a meal, and with prior approval from the Employer or their designate, the employee will be reimbursed for the actual cost of their meal.

#### **14.5 Staff Meetings**

Employees who are required to attend staff meetings, open-team meetings and/or departmental meetings will be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

### **ARTICLE 15 – OVERTIME**

#### **15.1 Definitions**

- (a) "*Overtime*" means work requested or authorized by the Employer and performed by an employee in excess of ten (10) hours per day or forty (40) hours per week averaged over a two (2) week period.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.



(c) "*Time and one-half*" means one and one-half times the straight-time rate.

## **15.2 Overtime Entitlement**

Overtime entitlement will be calculated in twenty (20) minute increments.

## **15.3 Recording of Overtime**

Employees will record starting and finishing times for overtime worked on the team calendar or a form determined by the Employer.

## **15.4 Overtime Compensation**

Employees who are required to work overtime as outlined in Article 16.1 above, or who are required to work on their scheduled day of rest, will be paid:

- (a) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday;
- (b) time and one-half for any hours worked in excess of forty (40) hours in a week, averaged over a two (2) week period;
- (c) time and one-half for all hours worked on a scheduled day of rest.

The compensation of overtime is to be on a daily basis and not cumulative.

## **15.5 Right to Refuse Overtime**

- (a) All employees will have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) When an employee is required to work overtime, the Employer will pay for any dependent care expenses incurred by the employee. Such expenses to be the dependent care expenses normally paid by the employees.

## **15.6 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular working day, will be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly

scheduled workdays, will be paid at the rate of straight time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

- (c) Overtime rates will apply to hours worked in excess of (a) or (b) above.

### **15.7 Authorization and Application of Overtime**

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

### **15.8 Overtime Bank**

- (a) Employees will have the choice between taking overtime as pay or as time in lieu. Time in lieu must be taken before the end of the subsequent pay period as it was earned. Any time in lieu not taken by the end of the subsequent pay period shall be paid out. 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 Employer.
- (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.
- (d) Employees wishing to take time in lieu later than the subsequent pay period may request to do so for extraordinary circumstances. Such requests shall be on a case-by-case basis and not be unreasonably denied.

## **ARTICLE 16 – HOLIDAYS**

### **16.1 Paid Holidays**

The Employer recognizes the following 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                                |
|                | National Day for Truth and Reconciliation |

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

## **16.2 Holiday Falling on Saturday or Sunday**

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

## **16.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on a regular employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Clause 18.5 (Vacation Schedules).

## **16.4 Working on a Designated Lieu Day**

If a regular employee is called to work on a day designated as the lieu day, the employee will be compensated at time and one-half for all hours worked and the lieu day will be rescheduled in accordance with Clause 17.3 (Holiday Falling on a Day of Rest).

## **16.5 Holiday Falling on a Workday**

An employee who is required to work on a designated holiday will be compensated at one point five (1.5) times their regular hourly rate of pay for the hours worked.

Regular employees will also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Clause 17.11 (Paid Holidays for Part-Time Employees). The lieu day will be scheduled by mutual agreement or in accordance with Clause 18.5 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day will be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned or where the Employer and the employee mutually agree, be paid out.

An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Clause 18.5 (Vacation Schedules).

## **16.6 Holiday Coinciding with a Day of Vacation**

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

## **16.7 Winter Closure**

The Employer agrees to pay employees for the winter closure period of December 24 to January 1, inclusive.

## **16.8 Paid Holiday Pay**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the **sixty (60)** working days preceding their holiday, in which case they will receive the higher pay.

## **16.9 Religious and Ethno-Cultural Holidays**

An employee will have the option to observe up to a maximum of two (2) religious and/or other ethno-cultural holidays other than those referenced in Clause 17.1 (Paid Holidays) without pay.

## **16.10 Other Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the four days for which leave will be requested. A minimum of two (2) weeks' notice is required for leave under this provision.

## **16.11 Paid Holidays for Part-Time Employees**

- (a) Regular part-time employees who work less than twenty (20) hours will accumulate a paid holiday bank based on 4.6% of their regular straight-time hours in each pay period including all additional hours worked.
- (b) Regular part-time employees who work twenty (20) hours or more, shall have the same holiday benefits as full-time employees prorated by their number of regularly scheduled weekly hours.

- (c) When a paid holiday occurs, and where the employee's paid holiday bank contains sufficient hours, the employee will be able to draw from their paid holiday bank the hours required to cover the paid holiday or paid holiday lieu day. If the employee's paid holiday bank does not contain an amount sufficient to cover the holiday, the employee may opt to draw from their vacation or overtime banks to top-up pay for the holiday or take a day off without pay or with partial pay.

## **ARTICLE 17 - ANNUAL VACATIONS**

### **17.1 Annual Vacation Entitlement**

- (a) New employees who have been continuously employed at least six (6) months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six months prior to the commencement of the vacation year will receive a partial vacation after six months service based on the total completed calendar months employed to the commencement date.

- (b) Employees with one or more years of continuous service will have earned the following vacation with pay:

|                              |               |       |
|------------------------------|---------------|-------|
| 1 year's continuous service  | 10 workdays   | 4.0%  |
| 2 years' continuous service  | 13 workdays   | 5.2%  |
| 3 years' continuous service  | 15 workdays   | 6.0%  |
| 4 years' continuous service  | 16 workdays   | 6.4%  |
| 5 years' continuous service  | 17 workdays   | 6.8%  |
| 6 years' continuous service  | 17.5 workdays | 7.0%  |
| 7 years' continuous service  | 18 workdays   | 7.2%  |
| 8 years' continuous service  | 18.5 workdays | 7.4%  |
| 9 years' continuous service  | 19 workdays   | 7.6%  |
| 10 years' continuous service | 19.5 workdays | 7.8%  |
| 11 years' continuous service | 20 workdays   | 8.0%  |
| 12 years' continuous service | 20.5 workdays | 8.2%  |
| 13 years' continuous service | 21 workdays   | 8.4%  |
| 14 years' continuous service | 21.5 workdays | 8.6%  |
| 15 years' continuous service | 22 workdays   | 8.8%  |
| 16 years' continuous service | 22.5 workdays | 9.0%  |
| 17 years' continuous service | 23 workdays   | 9.2%  |
| 18 years' continuous service | 23.5 workdays | 9.4%  |
| 19 years' continuous service | 24 workdays   | 9.6%  |
| 20 years' continuous service | 25 workdays   | 10.0% |

- (c) Annual vacation entitlement will be adjusted for any unpaid leaves of absence in excess of twenty (20) days per year in accordance with Article 27 (Benefits While on Unpaid Leaves of Absence).

## **17.2 Vacation Preference**

Preferences in the selection and allocation of vacation time will be determined on the basis of seniority.

Regular vacations will have priority over vacation time carried over under the provisions of Clause 17.4 (Vacation Carryover).

## **17.3 Vacation Carryover**

- (a) A regular employee may carry over up to ten (10) days' vacation leave per year. Employees may request to carry over more than the ten (10) days' vacation under exceptional circumstances and shall not be unreasonably denied. An employee will not receive pay in lieu of vacation time, except upon retirement or termination, or as requested by the employee in Clause 17.10 (Vacation Payout).
- (b) A single vacation period, which overlaps the end of a vacation year, will 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 will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

## **17.4 Vacation Schedules**

- (a) Employees will submit their written annual vacation requests to the Employer twice a year: Before the first working day of January (for vacation requests between January to June inclusive) and before July 1 (for vacation requests between July and December inclusive).
  - (b) The Employer will approve the vacation schedules within two weeks of receiving the vacation requests. For vacation requests that land inside of the approval window above, the Employer shall endeavour to respond within one (1) working day of the submission deadline. Employees will have a further two weeks to raise any concerns with the Employer about any vacation that may not have been scheduled by seniority.
  - (c) Vacation requests submitted after the submission deadlines in (a), will be considered on a first come, first served basis, provided such requests do not interfere with vacations approved in (a) above. The Employer will provide a written response within two weeks of the request and will make every effort to approve the request provided it does not unreasonably interfere with the operation of the Employer.
  - (d) All vacation time not scheduled, paid out, or designated for carryover by October 1, will be scheduled by the Employer following consultation with
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the employee.

### **17.5 Vacation Schedule Changes**

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

### **17.6 Vacation Pay Upon Dismissal**

Employees dismissed for cause will be paid their unused earned vacation allowance pursuant to Clause 17.1 (Annual Vacation Entitlement).

### **17.7 Vacation Credits Upon Death**

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

### **17.8 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. In case of sick leave, this section will only apply when the period of illness or injury is in excess of two days and a note from a qualified medical practitioner may be required. The period of vacation so displaced will be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### **17.9 Vacation Interruption**

- (a) Employees who have commenced their annual vacation will 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 will be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled will not be counted against their remaining vacation time.



## 17.10 Vacation Payout

Where an employee requests in writing to have a specific number of vacation days paid out, and the Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation, if agreed, will be granted only after a minimum of fifteen (15) days' vacation time has already been taken in the year.

## ARTICLE 18 - SICK LEAVE

### 18.1 Sick Leave Credits

(a) Premium Reduction

The following sick leave provision 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*.

(b) Sick Leave Credits

Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one day per month to a maximum of ninety (90) days. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date.

(c) Personal Leave

Regular employees who have completed their probationary period will have access to six (6) personal days per year to be used for personal reasons. Personal days may not be combined with vacation time.

(d) Each sick and personal leave day will be compensated at one hundred percent (100%) of the employee's regular rate of pay.

(e) All sick leave credits are cancelled when an employee's employment is terminated.

## **18.2 Employee to Inform Employer**

- (a) The employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.
- (b) The Employer may request proof of illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition.

## **18.3 Medical/Dental Appointments**

- (a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay will be granted in accordance with Clause 18.1(c) (Sick Leave Credits).
- (b) Where an employee's qualified medical practitioner refers the employee to a Specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such Specialist, will be granted in accordance with Clause 18.1(c) (Sick Leave Credits).

## **18.4 Workers' Compensation Benefit**

- (a) Employees will receive directly from WorkSafeBC any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue. An employee will be entitled to use accrued sick leave credits while waiting for WorkSafeBC benefits to be approved. An employee will reimburse the Employer for any sick leave paid to them at such time as WorkSafeBC benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

# **ARTICLE 19 - SPECIAL AND OTHER LEAVES**

## **19.1 Bereavement Leave**

- (a) Bereavement leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, parent-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom

the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the compassionate leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such compassionate leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits will be restored.

## 19.2 Special Leave

Where leave from work is required, a regular employee who has completed probation will be entitled to special leave without pay to a maximum of 10 days per year for the following:

- (a) Marriage of the employee ..... five (5) days;
- (b) Birth or adoption of the employee's child .....two (2) days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family .....up to two (2) days;
- (d) Attend wedding of employee's child .....one (1) day;
- (e) Moving household furniture and effects.....one (1) day;
- (f) Attend their formal hearing to become a Canadian citizen .....one (1) day;
- (g) Court appearance for hearing of employee's child .....one (1) day;
- (h) Where the employee is experiencing domestic violence, up to three (3) days;
- (i) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
  - (1) the care, health, or education of a child in the employee's care, or
  - (2) the care or health of any other member of the employee's immediate family;
- (j) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee will be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

Employees may utilize their vacation and paid banks, excluding sick leave, for the

purposes of (c) and (i) above.

### **19.3 Full-Time Union or Public Duties**

The Employer will grant, on written request, leave of absence without pay:

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

### **19.4 Leave for Court Appearances**

- (a) The Employer will grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the Courts.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.
- (e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

## 19.5 Elections

Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

## 19.6 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. All requests, approvals and denials for leave will be in writing. Approval will not be withheld unjustly.
- (b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

## 19.7 Benefits While on Unpaid Leave of Absence

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

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee will not accumulate benefits from the 21<sup>st</sup> day of the unpaid leave but will accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave. Payment of benefit premiums will be prorated for partial months.

## 19.8 Compassionate Care Leave

- (a) An employee will be approved for an unpaid leave of absence for up to twenty-seven (27) weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within twenty-six (26) weeks, as prescribed by the *Employment Standards Act*.
- (b) Employees' service while on the above approved leave of absence for compassionate care will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

## **ARTICLE 20 - MATERNITY AND PARENTAL LEAVE**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

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

### **20.1 Maternity Leave**

- (a) The employee will be granted leave for a period of seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### **20.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence for up to sixty-two (62) weeks following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
  
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) In the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave), the employee is also eligible for a further leave of absence of sixty-one (61) weeks;
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the seventy-eight (78) week period following the birth of the child;
  - (3) in the case of an adopting parent, commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
  
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **20.3 Leave without Pay**

All leave taken under Article 20 (Maternity and Parental Leave) is leave without pay.

### **20.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Clause 20.1 (Maternity Leave) and Clause 20.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed seventy-eight (78) weeks, except as provided under Clause 20.1(f) (Maternity Leave) and/or Clause 20.2(c) (Parental Leave).

## **20.5 Return from Leave**

- (a) On return from leave, an employee will be placed in their former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clause 20.1 (Maternity Leave) or Clause 20.2 (Parental Leave).

## **20.6 Benefit Plan**

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

## **20.7 Seniority Rights on Return to Work**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 12.5 (Bridging of Service) and/or Clause 20.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given, or they do not return to work.

## **20.8 Sick Leave Credits**

Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

# **ARTICLE 21 - SAFETY AND HEALTH**

## **21.1 Conditions**

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



## 21.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer commits to investigate the use of environmentally friendly products.

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

## 21.3 Joint Safety and Health Committee

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health will be recommended by the Committee. The Committee will meet at least once per three (3) months or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous, or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership will be as follows:
  - (1) the Committee will be comprised of a minimum of two (2) members appointed by the Union and two (2) members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
  - (2) a chairperson and secretary will be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary will be an employee member, and vice versa.
- (d) Worker Representatives who attend meetings of the Committee will be without loss of pay for the time spent on this Committee. Time spent to prepare for meetings and fulfill other duties and functions of the committee, as outlined in section(s) 130 - 140 (Functions of Committee and Participation of Members) and 174 (Investigation Process) of the *Workers Compensation Act*, will be compensated as prescribed by section 134 of the *Act*. Where the meeting or required duties are conducted outside the committee members' regular working hours, committee members will receive straight time pay.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the union representatives of the

Committee, and to the CUPE Local 1936 office.

- (f) A worker appointed by the Union as a workplace health and safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.
- (g) Each union committee member is entitled to an annual educational leave as prescribed by section 135 of the *Workers Compensation Act*, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafeBC.
- (h) Each new joint Occupational Health and Safety committee member and Worker Health & Safety representative will receive training as outlined in section 3.27 of the Worker Compensation Occupational Health and Safety Regulation, without loss of pay or benefits.

## **21.4 Unsafe Work**

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

## **21.5 Workplace Violence/Aggressive Conduct**

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

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

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

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

determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within fifteen (15) days.

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

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

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

## **21.6 Injury Pay Provision**

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

## **21.7 Transportation of Accident Victims**

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

## **21.8 Employee Check-in**

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

The Employer will assess the degree of risk in any workplace where an employee is required to work alone. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk of disabling injury if the worker is not able to secure assistance in the event of injury or other misfortune.

The assessment will be reviewed by the Joint Safety and Health Committee.

## **21.9 Communicable Diseases and Parasitic Infestations**

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

## **21.10 Protective Clothing and Supplies**

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.1 Definition**

*"Technological change"* means:

- (a) The introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
- (b) A change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) Equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this Article.

Technological change will not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

## **22.2 Advance Notice**

Sixty (60) days before the introduction of any technological change, the Employer will notify the Union of the proposed change.

## **22.3 Discussions**

Within fourteen (14) days of the date of the notice under Clause 22.2 (Advance Notice) of this Article, the Union and the Employer will commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

## **22.4 Employment Protection**

A regular employee who is displaced from their job because of technological change will be considered to be laid off according to Article 13 (Layoff and Recall).

## **22.5 Training**

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

## 22.6 New Employees

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

## ARTICLE 23 - PROMOTION AND STAFF CHANGES

### 23.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.
- (b) Qualified internal candidates will be considered and interviewed prior to external candidates.
- (c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours will form part of their ongoing regularly scheduled hours.

### 23.2 Information in Postings

Such notice will contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "*This position is open to applicants of all/any gender identity or expression*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings will also state "*This position is a unionized position*".

### 23.3 Appointment Policy

- (a) In filling vacancies, the determining factors will be seniority, ability, performance, and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the

determining factor.

- (b) In filling supervisory vacancies, the determining factors will be ability, performance, and relevant qualifications. These three factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (c) Where the ability, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.
- (d) In this Article, "*performance*" means a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than eighteen (18) months that must be removed from an employee's file in accordance with Clause 11.4(d) (Right to Grieve Other Disciplinary Action).

## **23.4 Trial Period**

When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job, they will be returned to their former position and wage or salary rate without loss of seniority.

If the employee wishes to return to their former position, they will be returned to their former position and wage or salary rate without loss of seniority, up to a maximum of once every twenty-four (24) month period. Extenuating circumstances will be discussed between the Employer and the Union.

Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time, but in any event will not exceed six (6) calendar months.

The trial period will be extended by an amount equal to any absences of the employee that occur during their trial period and that are greater than two weeks in duration. Employee absences may result in the trial period extending beyond the six (6) calendar months referred to above. An extension does not affect the employee's entitlement to health and welfare benefits as per Clause XX (Eligibility).

The Union will be notified of any extensions to an employee's trial period.

## **23.5 Notification**

- (a) Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant will be sent to each applicant from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit will be given, in writing, the reasons they were unsuccessful.

## **23.6 Right to Grieve**

Where an employee feels that they have been aggrieved by a decision of the Employer under this Article except for Clause 23.3, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 (Grievances) of this Agreement within seven (7) days of being notified of the Employer's decision. In advance of the Step 3 meeting, and for the purpose of investigating and assisting in the settlement of the grievance, the parties will exchange further particulars and documents for these purposes.

## **23.7 Temporary Vacancies**

Vacancies which exceed or are expected to exceed three (3) months but not greater than eighteen (18) months will be posted as per Clause 23.1 (Job Postings) as a temporary position.

- (a) Vacancies of a duration exceeding eighteen (18) months shall be posted as a regular position.
- (b) Employees may elect to maintain their nine-point eight percent (9.8%) in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article xx (Health and Welfare Benefits) for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Accepting a temporary vacancy does not change the status of an employee.



## **23.8 Interviews**

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

## **23.9 Deemed Qualified**

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

## **23.10 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee will be given up to five (5) calendar days after the interview to read, review, and sign the evaluation. Whenever practical, evaluation interviews will take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay. Provision will be made on the evaluation form for an employee to sign it. The form will provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this Agreement.

# **ARTICLE 24 - CAREER DEVELOPMENT**

## **24.1 Purpose**

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

## **24.2 Staff Development Leave**

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

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

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

Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner. Should the employee noted above terminate their employment for any reason during the six-month period following completion of the above-noted leave, the employee will reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

## **ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES**

### **25.1 Equal Pay**

The Employer will not discriminate between employees by employing a person of one sex or gender for any work at a rate of pay that is less than the rate of pay at which a person of the other sex or gender is employed for similar or substantially similar work.

### **25.2 Paydays**

- (a) Paydays will remain the current practice unless otherwise negotiated between the parties.
- (b) A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period, electronically, through an employee portal. The Employer will advise employees in writing on a monthly basis their vacation, sick leave, lieu time and overtime banks.

### **25.3 Rates of Pay**

Employees will be paid in accordance with the rates of pay negotiated by the parties of this Agreement. The applicable rates of pay are recorded as Appendix A (Wage Grid) of this Agreement.

### **25.4 Substitution Pay**

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they will receive the rate of the new salary range which is the closest step at least eight percent (8%) above their current rate, but not more than the top of the new salary range.

### **25.5 Pay on Temporary Assignment**

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

### **25.6 Transportation Allowance**

- (a) An employee who uses their own motor vehicle to conduct business, on behalf of and at the request of the Employer, will receive a transportation allowance paid at the current Canada Revenue Agency (CRA) Automobile allowance rate established on a yearly basis.

Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of ten (10) dollars, or a period of three (3) months, whichever comes first.

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

- (e) Article 25.09(d) notwithstanding, the Employer will reimburse the employee for any costs related to the repair of said damage, including (but not limited to) any insurance deductible but NOT an increase in insurance premium.

## **25.7 Meal Allowance**

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

|           |         |
|-----------|---------|
| Breakfast | \$15.00 |
| Lunch     | \$20.00 |
| Dinner    | \$25.00 |

## **25.8 Travel Advance**

Regular employees, who are required to travel, will be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

## **25.9 Salary Rate Upon Employment**

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

## **25.10 Criminal Record Check**

The Employer will pay for the cost of any criminal records checks required as a condition of continued employment.

# **ARTICLE 26 - HEALTH AND WELFARE BENEFITS**

## **26.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first day of the month following three (3) months of continuous employment. Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work twenty (20) regular hours or more per week.

## **26.2 Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates.

### **26.3 Definition of Spouse and Other Dependents**

"*Common-law spouse*" means two people who have cohabited as spousal partners for a period of not less than one year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means an unmarried child until the end of the month in which the child attains the age of twenty-two (22) years of age if the child is mainly dependent on and living with the employee or their spouse. Coverage may be extended to age twenty-six (26) years where the dependent child is a full-time student. An unmarried child with physical or developmental disabilities will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

"*Family*" means the employee's spouse as defined above and below and their dependent(s) as defined above.

"*Spouse*" means wife, husband, or common-law spouse.

### **26.4 BC Medical Services Plan**

The Employer will pay one hundred percent (100%) of the monthly premium for eligible regular employees, their spouse, and dependent children, in the event that such a plan, or something reasonably similar, is put in to effect.

### **26.5 Dental Plan**

The Employer will pay one-hundred percent (100%) of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another comparable plan.

### **26.6 Extended Health Plan**

The Employer will pay one hundred percent (100%) of the monthly premiums for the extended health care plan that will cover the employee, her spouse and dependent children, provided they are not enrolled in another plan.

### **26.7 Group Life and Accidental Death and Dismemberment**

The Employer will pay one hundred percent (100%) of the premiums for the

group life and accidental death and dismemberment insurance plans.

## **26.8 Payment of Premiums**

The sole responsibility of the Employer is to arrange for a carrier to provide the health and welfare benefits required by the Collective Agreement and the payment of its premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.

## **26.9 Advance Payment of Group Life Benefits**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Clause 26.7 (Group Life and Accidental Death and Dismemberment) are as follows:

- a) Death must be "*expected*" within twelve (12) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
- b) Requests for advance payments must be in writing.
- c) Authorization from the Employer must be submitted with the employee's request.
- d) The amount of the payment will be fifty (50) percent of the life insurance coverage, subject to a maximum of twenty-five (\$25,000) thousand.
- e) A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.
- f) The advance payment will be deducted from the final payout in accordance with the terms, conditions, and limitations of the Life Insurance Policy.

## **26.10 Benefits While on Certain Leaves of Absence**

The Employer will pay benefit premiums for a maximum of two (2) months while employees are on unpaid leaves such as WorkSafeBC leave, LTD waiting period and LTD.

## **ARTICLE 27 - GENERAL CONDITIONS**

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## **27.1 Damage to Personal Property**

- (a) Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer will pay to a maximum of one hundred fifty dollars (\$150), repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and authorized for use while on duty.
- (b) The Employer will pay, for the repair or the replacement cost of prescription eyewear, hearing aids and other prescribed accessibility aids under this Article to a maximum of four hundred dollars (\$400). Replacement and repair costs for eyewear, hearing aids and other prescribed accessibility aids will only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear, hearing aids and other prescribed accessibility aids.
- (c) Appropriate receipts will be required to receive reimbursement from the Employer.
- (d) In the event the damage is to the employee's automobile, the insurance deductible will be paid to a maximum of five hundred dollars (\$500).

## **27.2 Supply and Maintenance of Equipment**

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

### **27.3 Indemnity**

- (a) *Civil Actions* - Except where there has been gross negligence on the part of an employee, the Employer will:
  - (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - (2) assume all costs, legal fees, and other expenses arising from any such action.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee will be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

### **27.4 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. The Union and the Employer will make the Agreement available electronically to all employees.

### **27.5 Contracting Out**

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

### **27.6 Bargaining Unit Work**

Excluded staff, with the exception of volunteers as pursuant to Article 28.10, will not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, temporary experimentation not to exceed ninety (90) days without mutual agreement, or in emergencies when regular employees are not available, and provided that the work performed does not reduce the hours of work or pay of any regular employee in the bargaining unit.

### **27.7 Personal Duties**

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



## **27.8 Staff Confidentiality**

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

## **27.9 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licences, the cost of renewing the required certificate(s) will be borne by the Employer. Time spent at the course for certificates will be considered time worked and will be compensated at the appropriate rate of pay.

This does not include the renewal of a Class 5 Driver's License.

## **27.10 Volunteers**

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in 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 Employer will provide employees with an updated list of volunteers. The list shall contain the volunteers' names, duration of their service and duties assigned.

The maximum number of volunteers assigned to the intake team and/or clinical team at any given time shall be limited to two (2) volunteers per team.

Volunteers are required to attend open team meetings and supervision regularly.

## **27.11 Practicum Students**

It is agreed that practicum students have a role to fill in the Employer's operation and are an important link to the community being served. The use of practicum students will not result in a reduction of hours or the layoff of employees in the bargaining unit. Practicum students will not be used to fill or replace existing positions within the bargaining unit.

The Employer will provide employees with an updated list of practicum students. The list shall contain the practicum students names, duration of their service and duties assigned.

The maximum number of practicum students assigned to a counsellor at any given time shall be limited to one (1) and shall require both the counsellor's and the Clinical Supervisor's consent.

Non-clinical practicum students assigned to an employee shall require the consent of the employee.

## **ARTICLE 28 – HARASSMENT**

### **Preamble**

The Employer and the Union agree that every person working in the social services sector has the right to work in an environment free from harassment. The parties will work jointly to support and implement education and prevention efforts to address harassment.

### **28.1 Personal and Psychological Harassment**

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

### **28.2 Sexual Harassment**

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include,

but is not limited to:

- (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

### **28.3 Harassment Complaints**

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *Human Rights*

## 28.4 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six (6) months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Executive Director (or the equivalent or designate). When the Executive Director has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within fifteen (15) days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 29 (Harassment), and the remedy sought.
- (d) The Executive Director or their designate will investigate the complaint and will complete their report in writing within thirty (30) days.
- (e) The Employer will take action to resolve the complaint within ten (10) days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant, and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the Executive Director (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:
  - (1) The complainant will contact the Union.
  - (2) As soon as possible but within thirty (30) days the Union will notify the Executive Director (or equivalent) and the Board of Directors. Clause 28.4 (a) and (c) apply to the notice.
  - (3) The Employer and the Union will appoint a mediator/arbitrator to resolve the complaint. (The person appointed is referred to below as "*the Appointee*".)
  - (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may

include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Employer and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors, the complainant, and the respondent. The Appointee may stipulate conditions she/he deems appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

- (5) The Appointee's fees and expenses will be shared by the Employer and the Union.
- (6) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive, or vexatious.

## **ARTICLE 29    MUNICIPAL PENSION PLAN**

With acceptance of this Agreement, the parties further agree that participation into the Municipal Pension Plan shall be deferred to July 1, 2023.

- (a) An employer will provide the Municipal Pension Plan (MPP) to all eligible employees.
- (b) All regular full-time employees will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in the local issues Agreement.

Regular part-time employees and casual employees hired after April 1, 2010, who meet the eligibility requirements of the MPP have the right to enroll or not enroll in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

- (c) Employers will ensure that all new employees are informed of the options

available to them under the MPP rules.

- (d) Eligibility and terms and conditions for the pension will be those contained in the Municipal Pension Plan and associated documents.
- (e) If there is a conflict between the terms of this Agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

Web: <http://www.pensionsbc.ca>

Email: [mpp@pensionsbc.ca](mailto:mpp@pensionsbc.ca)

Victoria Phone: 1-250-953-3000

BC Phone: 1-800-668-6335

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Duration**

The term of this Agreement will be from **July 1, 2022 to December 31, 2023** and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within four (4) months immediately prior to the expiration date in each year that it desires its termination or amendment.

### **30.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party within four (4) months prior to expiry of this Collective Agreement.
- (b) Where no notice is given by either party ninety (90) days or more before the expiry of this Collective Agreement, both parties will be deemed to have been given notice under this Article.
- (c) All notices on behalf of the Union will be given by the CUPE Local 1936 and similar notices on behalf of the Employer will be given by the Vancouver Association for Survivors of Torture.

### **30.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 30.2 (Notice to Bargain), the parties will, within fourteen (14) days after the notice was given, commence collective bargaining.

### **30.4 Changes in Agreement**

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

### **30.5 Effective Date of Agreement**

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

### **30.6 Agreement to Continue in Force**

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

## APPENDIX A WAGE GRID

Effective July 1, 2022:

| CLASSIFICATION                          | STEP 1       | STEP 2          | STEP 3          | STEP 4      |
|---|--------------|-----------------|-----------------|-------------|
|   | 0-2000 hours | 2001-4000 hours | 4001-6000 hours | 6001+ hours |
| Senior Clinical Counsellor              | \$ 34.83     | \$ 37.44        | \$ 40.25        | \$ 43.04    |
| Clinical Counsellor                     | \$ 32.60     | \$ 33.59        | \$ 35.94        | \$ 38.63    |
| Counsellor - Expressive Arts Therapist  | \$ 27.00     | \$ 29.61        | \$ 31.73        | \$ 32.69    |
| Intake Support Worker                   | \$ 22.45     | \$ 23.79        | \$ 24.95        | \$ 25.70    |
| Outreach & Intake Coordinator           | \$ 24.13     | \$ 25.10        | \$ 26.10        | \$ 27.14    |
| Administration Associate                | \$ 21.63     | \$ 21.95        | \$ 22.60        | \$ 23.28    |
| Social Worker                           | \$ 23.10     | \$ 24.93        | \$ 25.67        | \$ 26.44    |
| Editor-in-Chief, Voices Against Torture | \$ 24.48     | \$ 25.69        | \$ 27.09        | \$ 28.52    |
| Support Worker                          | \$ 22.45     | \$ 23.79        | \$ 24.95        | \$ 25.70    |

Effective Jan 1, 2023:

- a) The current incumbent in the classification of Editor-in-Chief, Voices Against Torture shall be “green-circled” and shall receive the 1.5% COLA increase to their current wage effective January 1, 2023.
- b) Employees at STEP 4 on Dec 31, 2022 shall receive the 1.5% COLA increase to their current wage effective January 1, 2023.
- c) It is understood that if the position of Clinical Supervisor becomes a bargaining unit classification that the parties will negotiate the appropriate wage grid as soon as practicable.



# **MEMORANDUM OF AGREEMENT #1**

**Between**

**Canadian Union of Public Employees Local 1936-28  
(the Union)**

**And**

**Vancouver Association for Survivors of Torture (VAST)  
(the Employer)**

**RE: CLINICAL ASSESSMENT REPORTS PERFORMED OUTSIDE OF THE  
EMPLOYEES' REGULAR HOURS OF WORK**

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Clinical Assessment Reports may be required from time-to-time. Clinical Assessment Reports may only be conducted by bargaining unit counsellors with a Masters degree and at least five (5) years of experience at VAST; or bargaining unit counsellors with a Masters degree and five (5) years of equivalent experience working with refugee and/or refugee claimants with an understanding of the refugee determination process (RDP) in Canada.

Clinical Assessment Reports shall be conducted by counsellors who are requested to complete these reports. Counsellors shall receive a flat-rate premium of two hundred dollars (\$200) for each Clinical Assessment Report written outside of working hours. Completed Clinical Assessment Reports must be approved by the Clinical Supervisor prior to submission. Counsellors shall receive payment no later than two (2) pay periods upon submission of the Report.

## **MEMORANDUM OF AGREEMENT #2**

**Between**

**Canadian Union of Public Employees Local 1936-28  
(the Union)**

**And**

**Vancouver Association for Survivors of Torture (VAST)  
(the Employer)**

**RE: Job Descriptions, New Classifications and Changes to Existing  
Classifications**

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1. The Employer will prepare job descriptions for all jobs for which the Union is the certified bargaining agency.
2. The Employer will have the right to determine the content of job descriptions subject to the requirements of this Agreement and the Collective Agreement.
3. Each regular employee is entitled to a copy of the recognized job description for their position.
4. All job descriptions will include:
  - a) classification and/or job title;
  - b) rate of pay;
  - c) job summary;
  - d) listing of the typical job duties; and
  - e) qualifications required by the Employer.

### **Classification of New Jobs and Changes to Existing Jobs**

1. Where the Employer makes a substantive material change to an existing job it will revise the job description. The completed job description will be forwarded to the designated union representative within fourteen (14) calendar days.
  2. Where the Employer establishes a new job it will write a new job description. The completed job description will be forwarded to the designated union representative within fourteen (14) calendar days.
  3. Within fourteen (14) calendar days of receipt of a notice in accordance with Clauses 5 or 6 of this Memorandum, the designated union representative will notify
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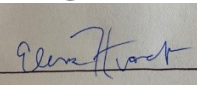
the Employer in writing if they object to the job description and/or classification grid of the classification in question. Notification will include specific details of the objection, and the resolution sought.


4. Where the designated union representative does not object, in writing, in accordance with Article x.4, the job description and classification will be deemed agreed.
5. Within fourteen (14) calendar days of the receipt of an objection under Clause x.4, the Employer will review the objection and notify the designated union representative of its determination in writing.
6. If the Employer's written determination is not acceptable or not provided within the time limit, the designated union representative may, within a further period of fourteen (14) calendar days, notify the Employer of the intent to refer the dispute to arbitration for a final and binding decision in accordance with Article 10 of this Agreement. Notification will include a written submission outlining the basis of the objection and the resolution sought.

Signed on this 16th day of August, 2022

**FOR THE UNION:**

  
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**FOR THE EMPLOYER:**

  
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