

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**THE KAMLOOPS COMMUNITY YMCA-YWCA**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from Ratification Date to September 1, 2022**

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## ARTICLE 1 - DEFINITIONS

- (a) "*Dependent care expenses*" means reasonable receipted costs for care of a dependent child(ren) under 16 years of age or adult residing in the home requiring care provided by childcare, babysitter, care provider or day program who is typically paid by the employee for this service.
- (b) "*Electronic contact*" means email or SMS message
- (c) "*Employee*" means a member of the bargaining unit and includes:
- (1) "*Regular full-time employee*" means an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Clause 15.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this collective agreement.
  - (2) "*Regular part-time employee*" means 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 15 (Hours of Work and Scheduling). A regular part-time employee is entitled to all benefit of this agreement on a prorated basis exclusive of additional hours of work except as provided for in Article 25 (Health and Welfare).
  - (3) "*Casual employee*" means an employee on an "*on call*" basis pursuant to the provisions of Article 28 (Casual Employees).
- (d) "*Employer*" means the Kamloops Community YMCA-YWCA.
- (e) "*In writing*" means by priority courier, facsimile or email.
- (f) "*Month*" means a calendar month.
- (g) "*Program*" means one of: The Y Women's Shelter, PEACE Program or Stopping the Violence Outreach Services. Programs in addition to these will be subject to mutual agreement.
- (h) "*Union*" means the B.C. Government and Service Employees' Union (BCGEU).

## ARTICLE 2 - PREAMBLE

### 2.1 Purpose of Agreement

- (a) The purpose of this agreement is to provide orderly collective bargaining between the Employer and the Union, and the parties agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.
- (b) In addition, 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 an effective and respectful working relationship to resolve disagreements in an orderly fashion.

### 2.2 Conflict with Policies and Rules

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

### 2.3 No Discrimination

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

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

## **2.4 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 this agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for provisions so rendered null and void or materially altered.

## **2.5 Use of Terms**

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

Throughout this agreement, gender neutral terms will be used.

### **(b) Singular or Plural**

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

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

### **3.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Services Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on November 14, 2018 applies.

### **3.2 Bargaining Unit Defined**

(a) The bargaining unit will include employees at and from The Kamloops Y Emergency Shelter and 353 Tranquille Road, Kamloops BC, except those excluded by the *Code*.

(b) The Employer agrees to notify the Union of its intent to exclude a position, or to create an excluded position for the purpose of reaching mutual agreement on the exclusion. If no agreement is reached within 30 days of notification, either party may refer the matter to the Labour Relations Board for a determination.

(c) Established or upgraded position in the bargaining unit will not be excluded except by mutual agreement or a decision of the Labour Relations Board.

### **3.3 Bargaining Unit Work**

The Employer will not increase the amount of regularly scheduled bargaining unit work performed by excluded staff on September 1, 2019. The Employer will make every effort not to use excluded staff to cover shifts that are properly casual hours under this agreement. Bargaining unit employees will only be required to perform staff scheduling and call out tasks when no excluded staff are working on site.

### **3.4 Correspondence and Directives**

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 or Employer's official and any employees in the bargaining unit pertaining to the interpretation or application of this agreement, will be forwarded to the President of the Union or designate. The Union agrees that all correspondence between the Union and the Employer will be sent to the appropriate General Manager.

### **3.5 No Other Agreement**

No employee covered by this agreement will be required or permitted to make a written or oral agreement with the Employer or its representatives that conflict with the terms of this agreement.

### **3.6 No Discrimination for Union Activity**

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

### **3.7 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with an up to date list of the employees designated as stewards and alternates.
- (c) Leave to perform stewards' duties will be without loss of pay.
- (d) The steward, or alternate, will obtain the permission of the on-site or on-call Leadership Team Member before leaving their work to perform their duties as steward and on resuming normal duties, the steward will notify the Leadership Team Member. Such permission will not be unreasonably withheld.
- (e) Duties of the steward are:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting an employee whom the steward represents in preparing and presenting a grievance or complaint in accordance with the collective agreement;
  - (3) supervision of ballot boxes and related functions during ratification votes;
  - (4) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
  - (5) attending meetings at the request of the Employer.
- (f) The Employer agrees that stewards will be permitted, with prior arrangement, reasonable use of the Employer's office equipment.

### **3.8 Union Communication**

- (a) The Employer will provide bulletin boards for the exclusive use of the Union. The location 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 a Labour Management Committee meeting, agree upon another method of notifying members of union business.

(c) Employees who normally use the Employer's computers for work related business can occasionally access the union's websites and an electronic copy of the collective agreement during breaks if it does not reasonably interfere with the Employer's business.

### **3.9 Union Insignia**

A union member will have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be publicly displayed on the Employer's premises. Such card will remain the property of the Union and will be surrendered upon demand.

### **3.10 Time Off for Union Business**

- (a) Leave of absence without pay and without loss of seniority will be granted:
- (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) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board;
  - (4) for employees elected for a full-time position of the Union or any body to which the Union is affiliated for a period of one year and will be renewed upon request of the Union;
  - (5) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
  - (6) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.
- (b) Leave of absence with pay and without loss of seniority will be granted:
- (1) for stewards or alternates to perform their duties 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 meetings;
  - (3) to members of the Joint Occupational Safety and Health Committee to attend meetings of the Joint Safety and Health Committee, or to carry out the duties of their role.
- (c) for leaves taken in (a) or (b) above, seniority will continue to accumulate during such leave and will apply to such provisions as annual vacations, increments and promotions.
- (d) For leaves taken in (a) of (b) above, employees and/or the Union will give a minimum of 14 days' notice for planned meetings and/or events.

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

- (a) Employees will have the right to refuse to cross a picket line arising out of a dispute defined in the appropriate legislation. Any employee failing to report for duty will be considered to be absent without pay.
- (b) Failure to cross a legal 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.

**ARTICLE 4 - UNION SECURITY**

- (a) All employees in the bargaining unit who, on November 14, 2018, 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 hired into bargaining unit positions on or after the date of certification will, as a condition of continued employment, become members of the Union and maintain such membership.

**ARTICLE 5 - CHECK-OFF AND UNION DUES**

- (a) The Employer will, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) Deductions for employees exempted under Article 17 of the *Labour Relations Code* of British Columbia will be processed as required by the *Code*.
- (c) The Employer will deduct from any employee who is a member of the Union any assessment levied in accordance with Union Constitution and/or Bylaws and owing by the employee to the Union.
- (d) Deductions will be made for each period and membership dues or payment in lieu thereof will be considered as owing in the period for which they are so deducted.
- (e) All deductions will be remitted to the Union not later than 28 days following the end of the month in which the deduction was made.
- (f) With every regular dues remittance, the Employer agrees to provide the Union with the names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (g) Before the Employer is obliged to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union will provide the Employer with a reasonable notice period to implement any change.
- (h) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, will indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip was provided).
- (i) As a condition of continued employment, an employee in a bargaining unit position, will complete an authorization form supplied by the Union providing for the deduction from employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (j) Any change to the amount deducted, including assessments, will coincide with the beginning of the Employer's payroll period.
- (k) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(l) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of union dues or other monies as described in Clauses (a) and (b) above.

#### **ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce the new employee to the steward.

(b) The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. This meeting will be scheduled by mutual agreement by the Employer and the steward.

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

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

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

##### **8.1 Union and Employer 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. To implement this, the Union will supply the Employer with the names of its officers and similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **8.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business. Representatives of the Union will notify the Employer's designate in advance of their intention and their purpose for entering and will not interfere with the operation of the program, location or section concerned.

(b) In order to facilitate the orderly and confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

##### **8.3 Labour Management Committees**

(a) The parties agree to establish a Labour Management Committee. There will be an equal number of union and employer representatives on both committees composed of up to two representatives

appointed by the Union and an equal number appointed by the Employer, unless otherwise agreed to by the parties. Guests may also be called to a meeting as a resource.

(b) The committee will meet at least every 60 days, 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 will be compensated with straight-time pay for the time spent at the meeting. This includes meeting time outside of an employee's regular working hours.

(c) An employer representative and a union representative will alternate in presiding over the meetings as Chair.

(d) The committees will not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The committees will not have the power to bind the Union, its members, or the Employer to any decisions reached in the committees' discussions.

(e) The committees will have the power to make recommendations to the parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing misunderstandings;
- (3) dealing with matters referred to in this agreement.

(f) Every effort will be made to share agenda items in advance of each meeting. Minutes of the committees' meetings will be transcribed by the Employer. A draft of the minutes will be approved by the union and employer co-chairs and distributed to committee members and BCGEU Area Office.

## **ARTICLE 9 - COMPLAINT AND GRIEVANCE PROCEDURE**

### **9.1 Preamble**

- (a) The Employer and the Union recognize that situations may arise concerning:
- (1) differences regarding the interpretation, application, operation or alleged violation of a provision of this agreement; or
  - (2) dismissal, discipline or suspension of an employee.
- (b) The procedure for resolving such a difference will be the procedure in this article.
- (c) Where the employee involved in this procedure is a steward, they will not, where possible, act as a steward in respect of their own process, but will do so through another steward or a union staff representative.
- (d) It is the mutual desire of the parties that such real differences will be resolved as quickly as possible and to resolve the real substance of the matter of difference.
- (e) All grievances will be treated in a sensitive and confidential manner.

### **9.2 Step 1**

In the first step of the grievance procedure, every reasonable effort will be made to settle the dispute as soon as possible with the employee's immediate supervisor or designate through informal discussion. The aggrieved employee will have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

### 9.3 Time Limit to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4 (Step 2), not later than 21 calendar 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

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

- (a) recording the grievance on the appropriate grievance form (as provided by the Union), setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting the grievance to the employee's immediate supervisor or designate through the union steward.

### 9.5 Time Limit to Reply at Step 2

The Employee's supervisor (or designate) will reply in writing to an employee's grievance within 14 calendar days of receiving the grievance at Step 2.

### 9.6 Step 3

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

- (a) within 14 calendar days after the Employer's reply at Step 2; or
- (b) within 14 calendar days after the reply was due.

### 9.7 Time Limit to Reply at Step 3

The Employer's designate will respond in writing to the Union within 14 calendar days of receipt of the grievance at Step 3.

### 9.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of the grievance at Step 3, and pursuant to this article, the Union may submit the dispute to arbitration within:

- (a) 30 calendar days after the Employer's reply at Step 3, or
- (b) 30 calendar days after the Employer's reply was due.

### 9.9 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 3 within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of the dismissal. The Union will meet with the Employer as soon as practicable after giving notice.

(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 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of the suspension.

#### **9.10 Policy Grievance**

(a) Where either party disputes the general application, interpretation, or alleged violation of a provision in the collective agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within 60 calendar days of becoming aware of the matter in dispute.

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

#### **9.11 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. Where a grievance or a reply is presented by mail, it will be deemed to be presented on the day on which it is postmarked and it will be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by priority courier, facsimile or email.

#### **9.12 Deviation from the Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated by the Union, submitted to the Employer at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the grievor 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 under the *Human Rights Code* will not have their grievance deemed abandoned through the filing of the complaint.

#### **9.13 Technical Objections**

It is the intent of both parties to this agreement that no grievance will be defeated merely because of a technical error. To this end, an arbitrator will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **9.14 Failure to Act**

If the President of the Union, or their designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union will not be deemed to have prejudiced its position on any future grievance.

#### **9.15 Retroactive Settlements**

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of occurrence of the situation which gave rise to the grievance, or to the date set by the Arbitrator.

## 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 question 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 party may, after exhausting the grievance procedure in Article 9 (Complaint and Grievance Procedure), notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference to arbitration as per Clause 9.8 (Time Limit to Submit to Arbitration).

### 10.2 Appointment of Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties will appoint an arbitrator from the mutually agreed upon Julie Nichols, Corinn Bell or Ken Saunders, or a mutually agreed upon substitute, and set a date for the hearing.
- (b) Depending upon availability, arbitrators will be appointed on a rotating basis, or by mutual agreement.

### 10.3 Arbitration Procedure

The Arbitrator may determine their own procedure in accordance with the relevant legislation and will give full opportunity to all parties to present evidence and make representations. The arbitrator will hear and determine the difference or allegation and make every effort to render a decision within 30 calendar days of the conclusion of the hearing.

### 10.4 Decision of the 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 the Arbitrator deems 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 the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which they will make every effort to do within seven calendar days of receipt of the application.

### 10.6 Expenses of the Arbitrator

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

### 10.7 Amending Time Limits

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

### 10.8 Witnesses

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



### 10.9 Expedited Arbitration

- (a) All grievances will be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
- (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 working days;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of this agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection;
  - (8) demotions.
- (b) Any grievances agreed by both parties to be suitable for expedited arbitration will be scheduled to be heard on the Arbitrator's next available date.
- (c) The parties will make every effort to make use of an Agreed to Statement of Facts.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (e) The hearing will be conducted by case review with each party providing a comprehensive and concise opening statement. The Expedited Arbitrator may, if they deem it appropriate, (1) render a decision orally or in writing; (2) mediate a resolution; or (3) direct that a mini-hearing will be held. If a mini-hearing is necessary, the Expedited Arbitrator will provide directions for its timing, content and conduct, including the call of a single witness, unless otherwise agreed by the parties. A "mini-hearing" is a reference to the requirement for oral evidence in addition to any other requirements that the Expedited Arbitrator requires to resolve the dispute.
- (f) The parties agree to make limited use of authorities during their presentations.
- (g) The Arbitrator will hear the grievances and will render a decision within five working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (h) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (i) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (j) All settlements of expedited arbitration cases prior to hearing will be without prejudice.
- (k) The parties will equally share the cost of the fees and expenses of the Arbitrator.
- (l) The Expedited Arbitrator, who will act as sole arbitrator, will be selected on the basis of first available from among the list of arbitrators under Clause 10.2(a) (Appointment of Arbitrator) or Jessica Gregory.
- (m) A grievance determined by either party to fall within one of the categories listed in (a) above, may be removed from the expedited arbitration process at any time prior to the hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.1 (Notification).

- (n) It is not the intention of either party to appeal a decision of an expedited arbitration.

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

### **11.1 Just Cause**

- (a) The Employer will not discipline or dismiss an employee bound by this agreement except for just cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause will rest with the Employer.
- (c) Notice of dismissal or discipline will be in writing and will set forth the reasons for the dismissal or discipline.

### **11.2 Suspension and Dismissal**

- (a) All dismissals and suspensions will be subject to the grievance procedure under Article 9 (Complaint and Grievance Procedure).
- (b) One copy of the written notice of dismissal or suspension will be forwarded to both the union steward and area office staff representative by facsimile, priority courier, email or hand-delivery within one administrative office business day of the action being taken.

### **11.3 Right to Grieve Other Disciplinary Matters**

- (a) Where employees feel that a written censure, letter of reprimand or warning which is to be placed on their file does not accurately or fairly reflect on them, they will be entitled to recourse through the grievance procedure.
- (b) Employees will be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action.

### **11.4 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review 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 as that report is not part of the progressive discipline process. 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. At the employee's discretion, they will have seven days in which to review the evaluation report before signing.

### **11.5 Personnel File**

- (a) With reasonable written notice given to the Employer, employees will be entitled to review their personnel file in the office in which the file is normally kept. Access to the file will be no later than seven calendar days after the notice is given. The Employer reserves the right to have an employer representative present at the time the file is viewed.

(b) A representative of the Union with written authority of the employee will be entitled to review the employee's personnel file in the office where the file is normally kept in order to facilitate the investigation of a grievance. The union representative will give the Employer adequate written notice prior to having access to such file. Access to the file will be no later than seven calendar days after the notice is given. The Employer reserves the right to have an employer representative present at the time the file is viewed.

#### **11.6 Right to have Steward Present**

(a) An employee will have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause will not apply to those interviews that are of an operational nature and do not involve disciplinary action.

(b) A steward will have the right to consult with the area office staff representative and to have a local union representative present at any interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.

(c) An employee has the right to select the steward they wish to represent them, providing that this does not result in an undue delay.

#### **11.7 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer or designate of the reason for the absence will be presumed to have abandoned the position. An employee will be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer within 10 days from the first absence.

### **ARTICLE 12 - SENIORITY**

#### **12.1 Seniority Defined**

(a) Seniority will be defined as the length of the employee's continuous employment with the Employer. Seniority will be based on date of hire for all regular employees and on hours worked for all casual employees.

(b) When two or more regular employees have the same seniority then seniority will be determined by chance.

#### **12.2 Seniority List**

(a) The Employer will provide the President of the Union or designate with a current service seniority list of all employees by classification once annually, in January. This will be posted on the Union bulletin boards.

(b) The seniority list will include the following information for each employee:

- (1) Name
- (2) Start Date
- (3) Classification; and

(4) Employee's current status.

(c) The list will be posted for employee review for 30 days, during which time employees may challenge their own seniority.

### **12.3 Loss of Seniority**

Employees will lose their seniority as regular employees and will be deemed terminated in the event that:

- (a) the employee is dismissed with just cause;
- (b) subject to Clause 12.5 (Bridging of Service), the employee voluntarily resigns his/her employment, and such resignation is put in writing as required by the Employer;
- (c) The employee abandons his/her position;
- (d) the employee is on layoff for more than one year; or

the employee fails to return to work from layoff within seven calendar days of recall after being notified by registered mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer will be deemed to be in compliance with the seven calendar day provision after providing the Employer with verification within the seven days.

### **12.4 Re-Employment**

A regular employee who voluntarily resigns their employment and within 60 days is re-hired as a regular employee will retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

### **12.5 Bridging of Service**

If a regular employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed through standard posting and recruitment processes, upon application they will be credited with length of service accumulated at time of termination for the purposes 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 at the time of termination;
- (b) the written resignation must indicate the reason for termination and request the employee's seniority. The employer will provide the employee with their seniority in writing in response to the request;
- (c) the break in service will be for no longer than six years;
- (d) the previous length of service will not be reinstated until successful completion of the probationary period of re-employment;
- (e) on re-employment the employee must present the employer with documentation of their seniority at the time of resignation referred to in (b) above (i.e. the resignation letter and written record of seniority).

## ARTICLE 13 - JOB POSTINGS

### 13.1 Job Postings and Applications

- (a) If a vacancy is created or a new position is established within the bargaining unit and the position is to be filled for more than six months, the Employer will post the position for a minimum of seven calendar days on the approved union bulletin boards, or any other mutually agreeable method.
- (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 25 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the program 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.

### 13.2 Information on Postings

Job postings will contain the following information: nature of position, required experience, required qualifications, hourly rate of pay, location, shift schedule, hours per week, the closing date, location where applications must be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications will not be arbitrary or discriminatory. All postings will also state *"This position requires membership in the BC Government and Service Employees' Union"*.

### 13.3 Application from Absent Employees

Employees who will be absent from the workplace for more than seven days, but not more than 30 calendar days will be permitted to file a written notice that they wish to be considered for specific regular positions that come available during their absence. The Employer will consider such employees to be applicants for positions previously identified by the employee that come available during the employee's absence.

### 13.4 Temporary Appointments

- (a) The Employer may fill positions that are temporarily vacant for an unknown length of time or for a period expected to be less than six months without posting the position.
- (b) Where it is known that the appointment is to exceed six months, it will immediately be posted for a minimum of seven calendar days on the approved bulletin boards, or any other mutually agreeable method. Where an employee fills the temporary position, Clause 26.6 (Substitution Pay), will apply if applicable.
- (c) Employees in a temporary appointment will maintain their status (i.e. regular full-time, regular part-time, casual).
- (d) Employees not in receipt of Health and Welfare Benefits under Article 25 who are appointed to a temporary position that meets the benefits eligibility requirements under Clause 25.1 (Health and Welfare Benefits) will be eligible for benefits after the same period of time as persons who are employed outside the bargaining unit by the Kamloops Community YMCA-YWCA until the end of the temporary appointment.
- (e) Temporary vacancies will not exceed 24 months without the agreement of the Union, or as specifically permitted in this agreement.

### 13.5 Interview Expense

An internal applicant who is interviewed during their scheduled working hours will not lose any pay as a result of the time spent in the interview.

### 13.6 Selection Criteria

(a) In the filling of bargaining unit positions, knowledge, ability, performance and relevant qualifications will each be given appropriate consideration. The weighting of the factors will be consistently applied within a job classification. When two or more candidates are relatively equal seniority will be the deciding factor. Where the ability, performance and relevant qualification 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.

(b) In this Article "*performance*" means a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports.

### 13.7 Notice of Successful Applicant

The Employer will, within five calendar days of completing the selection process, inform all bargaining unit applicants of the name of the successful applicant by posting the name of the successful applicant on the approved union bulletin board, or any other mutually agreeable method.

### 13.8 Unsuccessful Applicants

(a) Employees who are not the successful applicant for a position may request, within five calendar days of being informed they were not successful, that they be provided with the reasons they were unsuccessful. Where possible, a meeting will be held with the employee within seven days of their request to discuss the reasons. If a meeting is not convened within seven days, reasons for being unsuccessful in their application will be provided to the employee in writing.

(b) Where an unsuccessful employee feels that they were not fairly considered, a grievance may be filed at Step 3 within 14 calendar days of receipt of the written reasons, outlined in (a) above or receipt of notice under Clause 13.7 (Notice of Successful Applicant) above.

### 13.9 Notice to Union

One copy of all postings will be sent to the union stewards and the staff representative at the time of posting.

### 13.10 New Hire Probationary Period

(a) For the first 520 hours worked of continuous service with the Employer for, an employee will be a probationary employee. The Employer, with the agreement of the Union, may extend the probationary period for an additional 520 hours for just cause. In no case will the probationary period exceed six months without the agreement of the Union.

(b) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.2 (Suspension and Dismissal) of this agreement. The test of just cause 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.

**13.11 Trial Assessment Period**

- (a) When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of 345 hours worked. This time may be extended for an additional 345 hours worked, by mutual agreement of the parties.
- (b) If the employee is unable to perform the duties of the new job, or if the employee wishes to return to their former position, the employee will be returned to their former position and wage rate without loss of seniority.
- (c) Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage rate without loss of seniority.
- (d) The trial period may be waived by mutual agreement between the Union and the Employer.

**ARTICLE 14 - LAYOFF AND RECALL****14.1 Definition of a Layoff**

"Layoff" is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four hours per week 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.

**14.2 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Clause 14.3 (Layoff), the Employer may canvass employees in order to invite:
  - (1) placement into a vacant, regular position in the employee's classification; or
  - (2) placement into a vacant regular position in another classification for which the employee is qualified and would not be a promotion; or
  - (3) placement on the casual call-in and recall lists with no loss of seniority; or
  - (4) early retirement; or
  - (5) 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.

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

### 14.3 Layoff

- (a) In the event of a layoff, employees will be laid off by classification, in reverse order of seniority, provided the remaining employees at the program have the required qualifications to do the remaining work. If such is not the case, the Employer may layoff the least senior employee that allows the remaining employees to do the remaining work.
- (b) An employee who would otherwise have been laid off will be placed into an existing vacancy in a comparable position for which the employee is qualified and able to perform the duties.

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

### 14.5 Layoff Options

An employee who has been given layoff notice will, within seven calendar days of receiving layoff notice, elect either:

- (a) placed in a vacant position;
- (b) bumping as provided for in Clause 14.6 (Bumping);
- (c) placement on the casual call-in list and on the recall list with no loss of seniority as provided for in Clause 14.7 (Recall), for a period of one year.

### 14.6 Bumping

- (a) An employee who has received layoff notice may elect to bump into a position within any classification at an equal or lower rate of pay than their regular classification provided that:
  - (1) the employee being laid off has the knowledge, qualifications, skills and ability required in the selected position;
  - (2) the employee being laid off bumps the least senior employee in the selected classification with the equivalent hours. If there is no position with an equivalent number of hours, then the employee being laid off bumps the least senior employee in the selected classification with the closest number of hours.
- (b) If the impacted employee bumps into a classification that is different from their current position, the employee will be placed on a trial period not to exceed 345 hours worked. Upon completion of the trial period, the employee will be confirmed in the position. If the employee is not confirmed in the position, the employee will not have the right to further bumping and will within seven calendar days of receiving notice be placed on the casual call-in list and on the recall list with no loss of seniority as provided for in Clause 14.7 (Recall List)



#### 14.7 Recall

- (a) Employees who are laid off may elect to be placed on a recall list. Such employees will be recalled to available work in the same or a lower classification in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall will be sent in writing. Employees must accept recall within seven days of receipt of the notice of recall. Employees will have 14 days after accepting recall to return to work.
- (b) The recall period will be one year. 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) If the impacted employee bumps into a classification that is different from their former position, the employee will be placed on a trial period not to exceed 345 hours worked. Upon completion of the trial period, the employee will be confirmed in the position. If the employee is not confirmed in the position, the employee will within seven calendar days of receiving notice to elect replacement on the recall list for the remainder of the 52 week period.

#### 14.8 No New Employees

New employees will not be hired until those laid off in that classification have been given an opportunity of recall, provided that the recalled employee is qualified and able to perform the duties.

### ARTICLE 15 - HOURS OF WORK AND SCHEDULING

#### 15.1 Hours of Operation

The Employer will establish the hours of operation in each program. The Employer will consult with the Union in the event that they are contemplating changes to the work schedules.

#### 15.2 Hours of Work

The full-time hours of work are 8 hours per day, 40 hours per week, 2080 hours per year.

#### 15.3 Work Schedules

- (a) *Non Flexible Work Schedules*
  - (1) Changes to hours of work agreements, including starting and finishing times, will be discussed at the program level by job classification. Discussions will include consideration of flexible work schedules, modified workweeks and compressed workweeks, where appropriate in light of operational requirements.
  - (2) Within the work schedules discussed in accordance with paragraph (a), employees will be entitled to exercise seniority in the selection of days of work and shifts within a classification. Such selection will be made only upon the creation of a new shift or a shift becoming vacant.
  - (3) Employees may exchange shifts with other employees in the same job classification with prior authorization of the Employer and the Employer will not unreasonably withhold authorization. The employees will make the request in writing and the Employer will provide the authorization in writing. There will be no increased cost to the Employer should employees exchange shifts with the Employer's authorization. Once the Employer has authorized the exchange of shifts there will be no grievances filed as a result of an authorized and agreed to shift exchange.

(b) *Flextime*

For the purpose of this agreement, flextime means hours worked by employees who are given authority by the Employer to choose their starting and finishing times, the length of their workday, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

- (1) the workday will not exceed 10 hours, and
- (2) full-time employees will perform work on at least four days in any calendar week, and
- (3) employees will continue to be subject to periodic specific instructions from the Employer to attend at particular places and/or particular times, as required.

#### **15.4 Notice of Work Schedules**

(a) Where practical, employees are entitled to 14 calendar days' notice of any change in their respective work schedules. In situations that are beyond the control of the Employer, the Employer may give notice of less than 14 calendar days.

(b) Employees whose schedules are changed without the advance notice specified in (3) above, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

#### **15.5 Short Changeover Premium**

(a) If shifts are scheduled so that there are not 8 hours between the end of an employee's shift and the start of tier next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 8-hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which fall within the 24-hour period from the start of the previous shift, the employee shall not be permitted to claim the premium rate referred to in (a) above.

#### **15.6 Rest Periods (agreed)**

(a) Rest periods will be without loss of pay to the employees.

(b) All employees will have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.

(c) Employees working a shift of three and one-half hours, but not more than six hours, will receive one rest period during such a shift.

(d) Anti-Violence Crisis Workers working alone must remain on site and available during rest periods.

#### **15.7 Meal Periods**

(a) Meal periods will be scheduled as closely as possible to the middle of the workday. The length of the unpaid meal period will be not less than 30 minutes.

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

**15.8 Break Room – Area**

The Employer will provide a designated area for the use of the employees at each of the Employer's worksites for breaks.

**15.9 Minimum Daily Pay**

- (a) The Employer will pay the employees a minimum of two hours pay at their regular rate of pay upon reporting to work as required by the Employer.
- (b) Where an employee commences work, they will receive a minimum of four hours pay at their regular rate of pay.
- (c) Notwithstanding (b) above, employees required to attend staff meetings during off-duty hours will be paid at straight-time rates for the duration of the meeting or a minimum of two hours, whichever is greater.

**15.10 Days of Rest**

- (a) All shift schedules established by the Employer will provide each employee with at least two consecutive days of rest each week.
- (b) Notwithstanding (a), employees may request, in writing, to be scheduled up to six days a week so as to pick up additional hours up to the maximum hours listed in Clause 15.2 (Hours of Work). Employees must have a 24-hour break after six consecutive days of work.

**15.11 Hours of Work – Part-Time Employees**

- (a) Part-time employees who indicate an interest in working additional hours will be offered casual shifts that are available within their classification, provided they are qualified to do the work, and provided it will not result in overtime pay. The call-in procedure will apply.
- (b) Clause 28.7 (Casual Availability and Call-In Procedure) will apply to part-time employees who have indicated their availability to work casual shifts.

**ARTICLE 16 - CLASSIFICATION AND RECLASSIFICATION****16.1 Job Descriptions - New and Changed Positions**

- (a) The Employer will provide the Union with job descriptions for all classifications in the bargaining unit. Employees are entitled to receive their current job description.
- (b) Where a new or materially changed job classification covered by this agreement is introduced, the proposed wage rate and job description will be given to the Union. Job descriptions presented to the Union will become the recognized job descriptions unless grieved by the Union within 60 calendar days of presentation.
- (c) Where the Union objects in writing, it will provide specific details of its objections, which will be limited to whether:
  - (1) the job description accurately describes the type of duties and level of responsibilities;
  - (2) the job is properly remunerated in relation to the existing wage schedule; and
  - (3) any qualifications established for the job are relevant and reasonable.

(d) If the classification and/or wage rate established by the Employer for the new or changed position is revised as a result of negotiation or arbitration, then the revised classification and wage rate will be effective from the date the position was established.

## ARTICLE 17 - OVERTIME

### 17.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
- (1) the scheduled daily hours of a full-time employee as outlined in Clause 15.2 (Hours of Work);
  - (2) the maximum daily hours for those employees on flextime as outlined in Clause 15.3 (b) Work Schedules); or
  - (3) the scheduled weekly hours of a full-time employee as outlined in Clause 15.2 (Hours of Work).
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

### 17.2 Authorization

- (a) An employee who is required to work overtime will be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In this case the employee will advise Leadership on call of the reason for overtime and the amount of overtime worked.

### 17.3 Overtime Compensation

Employees requested to work overtime will be paid:

- (a) time and one-half for the first four hours of overtime; and
- (b) double-time for overtime hours worked in excess of the four hours referred to in (a) above;
- (c) (a) and (b) above apply to hours worked on a scheduled day of rest. For part time employees 15.11 (a) (Hours of Work – Part Time Employees) will apply unless the definitions of overtime apply.

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

### 17.4 Sharing of Overtime

Overtime will be allocated equitably to qualified employees within the same classification considering their availability and location.

### **17.5 Recording of Overtime**

Overtime pay will be paid to the employee on the payday that follows the submission of the overtime entitlement form prior to the payroll cut-off date. Failure to complete the form will result in the overtime being paid out and not banked.

### **17.6 Compensating Time Off**

- (a) If the employee wants their overtime as compensating time off (CTO) they will indicate they want to bank the overtime on the entitlement form prior to the payroll cut-off date.
- (b) If an employee opts to take any compensating time off, such time off will be scheduled by mutual agreement upon submission of the written request.
- (c) If compensating time off is not scheduled as per (b) above, it will be paid to the employee at the applicable overtime rate after six months of the overtime occurring.
- (d) In extenuating circumstances, an employee who has elected to take compensating time off may, instead, elect to receive overtime pay to be paid on the payday that follows the submission of the pay request. The request must be made prior to the payroll cut off date.

### **17.7 Overtime on a Statutory Holiday**

- (a) An employee who is required to work overtime on a statutory or paid holiday shall have the overtime compensation rates in Clause 17.3 (Overtime Compensation) applied to their paid holiday compensation in accordance with Article 18 - Paid Holidays.
- (b) In addition, the employee may choose one of the following:
  - (1) a working day off with pay, scheduled by mutual agreement or;
  - (2) payment at the straight-time rate in lieu of the day off except where not taking the day off would qualify a regularly scheduled shift for overtime rates.

### **17.8 Rest Interval**

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

### **17.9 Callback Provisions**

Employees called back to work, to work overtime, will be paid for a minimum of two hours at the applicable overtime rates.

### **17.10 No Layoff to Compensate for Overtime**

Employees will not be required to layoff during regular hours to equalize any overtime worked.

### **17.11 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) Employees recognize that when a shift is vacant with less than two hours notice and that notice is received between the hours of 7am and 11pm, it may be necessary for the employee working at the time the notice is received to work overtime.

(c) When an employee is required to work overtime, the Employer will pay for any dependent care expenses incurred by the employee.

*Definition for dependent care expenses:*

Reasonable receipted costs for care of a dependent child(ren) under 16 years of age or adult residing in the employee's home requiring care provided by childcare, babysitter, care provider or day program who is typically paid by the employee for this service.

## **ARTICLE 18 - PAID HOLIDAYS**

### **18.1 Statutory Holidays**

(a) The following are designated as paid holidays:

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

(b) To be eligible for paid holiday compensation, employees must have been employed for at least 30 days prior to the paid holiday, and they must work or earn wages on 15 days of the 30 days immediately preceding the paid holiday. This amount will be prorated for part-time and casual employees.

### **18.2 Holidays Falling on a Saturday or a Sunday**

For an employee whose workweek is from Monday to Friday, and:

(a) when any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday will be deemed to be the holiday;

(b) when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), will be deemed to be the holiday.

### **18.3 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 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 19.2 (Vacation Scheduling).

**18.4 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 18.3 (Holiday Falling on a Day of Rest).

**18.5 Holiday Falling on a Scheduled Workday**

A regular employee who is required to work on a designated holiday will be compensated as outlined in Clause 17.7 (Overtime on a Statutory Holiday).

**18.6 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.

**18.7 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts will have at least Christmas or the following New Year's Day off, where the employee so desires.

**18.8 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 60 working days preceding their holiday, in which case they will receive the higher pay.

**18.9 Other Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four days' leave without pay per calendar year. Such leave 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 weeks' notice is required for leave under this provision.

**18.10 Scheduling of Lieu Days**

Every reasonable effort will be made to schedule days off in lieu of paid holidays as additions to the employee's regular days off, except where the Employer and employee agree otherwise. The lieu day will be scheduled by mutual agreement.

**ARTICLE 19 - VACATION ENTITLEMENT****19.1 Annual Vacation Entitlement**

"*Vacation year*" – for the purposes of this article a vacation year will be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

"*First vacation year*" – the first vacation year is the calendar year in which the employee's first anniversary falls.

- (a) Regular full-time will be entitled to vacation in each vacation year as follows:

**Vacation Years****Vacation Time**

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| 1 <sup>st</sup> and 2 <sup>nd</sup> vacation year ..... | 10 days (80 hours)  |
| 3 <sup>rd</sup> to 6 <sup>th</sup> year.....            | 15 days (120 hours) |
| 7 <sup>th</sup> years or more.....                      | 20 days (160 hours) |

- (b) Vacation entitlement for regular part-time employees who are regularly scheduled for 24 or more hours per week will be prorated based on their regular part-time hours of work. Vacation entitlement earned on any additional hours worked will be accumulated and taken in the current vacation year.
- (c) Regular part-time employees who are regularly scheduled for less than 24 hours per week are entitled to pay in lieu of vacation consistent with (a) above. This vacation pay will be paid each pay period.
- (d) During the first partial year of service, a new employee will be entitled to take accrued vacation leave with pay after six months of employment.

### 19.2 Vacation Scheduling

- (a) In order to exercise seniority for the purpose of scheduling, employees must submit their requests for vacation by no later than February 28<sup>th</sup> of each year.
- (b) Vacations will be granted on the basis of service seniority within a program and posted by March 15<sup>th</sup>. Employees who do not exercise their seniority rights by March 31<sup>st</sup>, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Employees will be entitled to receive their vacation in an unbroken period if they so choose, subject to the vacation choice of more senior employees. Employees choosing to schedule their vacation entitlement into blocks of one day or more will be entitled to exercise their seniority on one block only, which will be considered their first choice in a calendar year.
- (d) Employee vacation selections submitted after February 28<sup>th</sup> will be considered on a first come, first-serve basis. Written confirmation from the Employer will be given within 10 working days after receipt of the employee's written request.
- (e) Changes requested in selected vacation periods for compassionate reasons will be given consideration. Such changes will not affect the selected vacation periods of other employees without the agreement of those employees.
- (f) Vacation schedules, once approved by the Employer, will not be changed other than in cases of emergency (as per (e) above), except by mutual agreement between the employee and the Employer.
- (g) Where an employee is transferred at the Employer's request, the employee's vacation will not be changed other than in cases of emergency (as per (f) above), except by mutual agreement.

### 19.3 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, the employee will be reimbursed for all reasonable expenses incurred, in returning to duty and, subsequently, in resuming vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel to return to duty and to resume vacation will be counted as time worked and will not be counted against the employee's remaining vacation time.



**19.4 Vacation Entitlement upon Death**

Earned but unused vacation entitlement will be made payable, upon termination due to death, to the employee's known beneficiary, or where there is no beneficiary, to the employee's estate.

**19.5 Vacation Credits upon Termination of Employment**

Employees leaving employment will be paid for any earned but unused vacation credits. Employees leaving employment who have used vacation that was unearned will have the unearned amount deducted from their final pay.

**19.6 Approved Leave of Absence with Pay during Vacation**

- (a) When an employee is qualified for bereavement leave, sick leave, or any other approved leave with pay during the employee's vacation period, there will be no deduction from the vacation credits for such leave. The vacation period so displaced will be taken at a mutually agreed time.
- (b) An employee intending to claim displaced vacation leave due to illness must advise the Employer and provide medical certification using the Employer's form covering the period of sickness within seven calendar days of returning to work. Where the leave will be extended due to continued sickness of the employee, the employee will be responsible to advise the immediate supervisor prior to their expected return date for scheduling purposes.

**ARTICLE 20 - EDUCATION LEAVE****20.1 Training/Courses/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits will be granted to employees whenever the Employer requests, in writing, that the employee take designated training, courses and/or examinations. The cost of the training, course and/or any examination fee and reasonable expenses incurred in taking the training, course and/or examination will be paid by the Employer. Wherever possible, contingent upon operational requirements, course attendance will be scheduled to occur during regular working hours. Where an employee is required to attend outside of regular scheduled hours, straight-time pay will apply for the hours in attendance.

**20.2 In-Service Education**

- (a) Employees scheduled by the Employer to attend in-service education seminars will receive regular wages. At the employee's request, the Employer will continue to endeavour to replace employees for all or part of a shift abutting mandatory in-service education seminars.
- (b) Where the in-service education takes place outside of the employee's regularly scheduled work hours or days, and attendance is voluntary, the employee will not be paid.

**20.3 Training/Courses/Examinations at the Request of the Employee**

The Employer will consider requests for financial assistance in the case of employee-initiated professional development that is work related, subject to the Employer's Professional Development Policy. Some or all of the costs of job-related training/workshops/seminars/conferences/formal courses may be approved at the discretion of the Employer, subject to budgetary provisions. Compensation for actual work time lost to attend such courses may also be granted at the Employer's discretion and seniority may accrue during hours spent in employee-initiated educational upgrading.

**ARTICLE 21 - SPECIAL AND OTHER LEAVE****21.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay will be entitled to special leave upon notification, at their regular rate of pay. Such leave will not normally exceed five working days.

(1) Immediate family is defined as an employee's:

- (i) parent, (natural, step, common-law, adoptive or foster) or legal guardian;
- (ii) spouse, common-law spouse;
- (iii) child, step-child, foster child, legal ward, brother, sister;
- (iv) grandparent, grandchild;
- (v) in-laws, (mother, father, daughter, son, sister, brother);
- (vi) and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(2) In the event of the death of the employee's aunt, uncle, cousin, niece or nephew, the employee will be entitled to unpaid leave for up to three days.

(b) If an employee is on vacation leave at the time of bereavement, the employee will be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(c) Every reasonable effort will be made to grant additional bereavement leave of absence without pay if required by the employee.

**21.2 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member who is at significant risk of dying within 26 weeks. In accordance with Clause 22.6 (Benefits), there will be no change to eligibility for benefits provided for under Article 25 – Health and Welfare. The Employer will continue to make payments to a pension, medical or other plan beneficial to the employee as if the employee were not absent, where the employee elects to pay their share of the cost of the plan(s).

**21.3 Other Leaves under *Employment Standards Act***

Employees have access to other leaves under the *Employment Standards Act* that have not been otherwise addressed in this agreement. These include:

- (a) Family responsibility leave – s. 52 – up to five days of unpaid leave per employment year; and
- (b) Leave respecting domestic or sexual violence – s. 52.5 – up to 10 days of unpaid leave in units of one or more days or in one or more periods and up to 15 weeks in addition to the 10 days; and
- (c) Critical illness or injury leave – s. 52.11 – up to 36 weeks of unpaid leave to provide care or support to a family member under 19 years of age whose life is in jeopardy or up to 16 weeks of unpaid leave to provide care or support to a family member over 19 years of age; and

- (d) Leaves respecting death of child – s. 52.4 – up to 104 weeks of unpaid leave in the event that the employee's child dies.

The Employer has obligations which are described in s. 54 of the *Employment Standards Act*.

#### 21.4 Special Leave

Where leave from work is required, a regular employee who has completed probation will be entitled to request special leave without pay which the Employer will not unreasonably refuse to a maximum of 10 days per year for the following:

- (a) Marriage of the employee ..... five days;
- (b) Birth or adoption of the employee's child ..... two days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member ..... up to two days;
- (d) Attend wedding of employee's child ..... one day;
- (e) Moving household furniture and effects ..... one day;
- (f) Attend their formal hearing to become a Canadian citizen ..... one day;
- (g) Court appearance for hearing of employee's child ..... one day;
- (h) 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.
- (i) To attend/celebrate Indigenous spiritual/ceremonial events..... two days;

#### 21.5 Leave for Court Appearances

- (a) The Employer will grant leave without loss of pay to a maximum of 25 days 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) An employee whose jury or witness service extends beyond 25 days will be granted leave without pay for the remaining length of the service. The Employer will continue to make payments to a pension, medical or other plan beneficial to the employee in the same manner as if the employee were not absent, where the employee elects to pay their share of the cost of the plans.
- (c) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (d) 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 and will provide proof of jury or witness service and pay received.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.
- (f) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

### 21.6 Full-Time Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal, First Nation or other Indigenous election, for a maximum period of 90 days;
- (b) for employees elected to a public office for one term in office to a maximum of five years;
- (c) for Reserve Duty and Training for the Canadian Armed Forces for a maximum period of one year;
- (d) for employees appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave will be for a period of the term and will be renewed upon request of the Union.

### 21.7 Elections

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

### 21.8 General Leave

- (a) The Employer may grant a 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 unreasonably withheld.
- (b) Employees who take general leave for longer than one month may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Payment of benefit premiums will be prorated for partial months exceeding the initial month of general leave.
- (c) An employee on general leave without pay will not accrue seniority for leave periods longer than one month.
- (d) Except in the case where the *Employment Standards Act* provides otherwise, general leaves will not exceed three months.

## ARTICLE 22 - MATERNITY, PARENTAL AND ADOPTION LEAVE

### 22.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 22.1(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.

## **22.2 Parental Leave**

(a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 22 – Maternity, Parental and Adoption Leave,

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

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

## **22.3 Leave without Pay**

All leave taken under Article 22 – Maternity, Parental and Adoption Leave is leave without pay.

## **22.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 22.1 (Maternity Leave) and 22.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clauses 22.1(f) (Maternity Leave) and/or 22.2(c) (Parental Leave).

## **22.5 Return from Leave**

(a) On return from leave, an employee will be placed in their former position.

(b) Vacation years but not vacation entitlement will continue to accrue while an employee is on leave pursuant to Clauses 22.1 (Maternity Leave) or 22.2 (Parental Leave).

## **22.6 Benefit Plan**

The Employer will pay its share of all premiums for Health and Welfare Benefits under Article 25 (Health and Welfare) while the employee is on maternity leave and/or parental leave.

## **22.7 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 22.9 (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.

## **22.8 Sick Leave Credits**

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

## **22.9 Extended Child Care Leave**

- (a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 22.1 (Maternity Leave) and 22.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.
- (b) An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee will be placed in their former position.

# **ARTICLE 23 - OCCUPATIONAL SAFETY AND HEALTH**

## **23.1 Statutory Compliance**

- (a) The Employer and the Union agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.
- (b) There will be full compliance with all applicable statutes and regulations pertaining to the working environment.

### 23.2 Joint Occupational Safety and Health Committee

- (a) The parties agree that a joint occupational safety and health committee will be established and function in accordance with the regulations made pursuant to the *Workers Compensation Act*.
- (b) One employee will be appointed by the Union as a worker representative for the bargaining unit employees and will serve as a member of the Kamloops Community Y Joint Occupational Safety and Health Committee (Committee). Worker representatives will be employees in the workplace, and will be appointed by the Union. The Union will advise the Employer of its appointments to this committee.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with the Occupational Health and Safety Regulation.
- (d) When committee meetings cannot be scheduled within the worker representative's regular hours of work, it is understood that compensation to attend such meetings will be at straight-time, and may be taken as time off.
- (e) Time spent by employees attending to committee business on their days of rest or outside their regularly scheduled hours of work will be compensated at straight-time, and may be taken as time off.
- (f) Minutes of the committee meetings will be forwarded to the Union and posted on Union bulletin board(s).
- (g) An employee appointed by the Union as a worker representative will be granted leave without pay to attend a union-sponsored Workplace Health and Safety Training Course.
- (h) Each worker representative is entitled to an annual educational leave totalling up to eight hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational safety and health training courses conducted by WorkSafeBC. Applicable expenses to attend training courses will be reimbursed by the Employer.

### 23.3 Transportation of Injured Worker

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of a work related injury will be at the expense of the Employer. Return transportation to the employee's home will not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### 23.4 Unsafe Work Conditions

- (a) No employee will be disciplined or discriminated against for refusal to work on a job, which the employee believes to be unsafe pursuant to the Occupational Health and Safety Regulation.
- (b) Any employee claiming the right to refuse such work must immediately report the unsafe situation to their supervisor or manager. An Employer representative and a union shop steward or union safety and health representative will investigate the situation. Should this investigation result in a disagreement as to the safety of the work, the parties will immediately request an inspection and determination by an officer from WorkSafeBC. A copy of the WorkSafeBC report, when applicable, will be provided to the Joint Occupational Safety and Health Committee.

### 23.5 Critical Incident Stress Debriefing

- (a) A critical incident stress debriefing session will be made available and promoted to employees, as soon as possible after a critical workplace related incident occurs. A critical incident will be defined as



any unusual traumatic workplace incident, including situations such as suicide, violent assaults, deaths, etc. Leave to attend such a session will be without loss of pay. Those employees attending outside of their regular work hours, will be compensated for the actual time in attendance at straight-time.

(b) Employees who have suffered a serious work related traumatic incident of an unusual nature who are sent home after such an incident, will receive payment for the remainder of the shift without deduction from sick leave.

(c) All regular full-time, part-time and casual employees requiring long-term assistance in dealing with a critical workplace related incident will have access to the WorkSafe BC critical incident supports and if eligible will have access to the Employee and Family Assistance Program.

### **23.6 Injury Pay Provision**

An employee who is injured on the job during work hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of the shift without deduction from sick leave.

### **23.7 Training**

(a) Where an employee is required by the Employer to attend a course for the purpose of safety training, the leave will be considered Education Leave pursuant to Article 20 – Education Leave.

(b) The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of material and products. The Employer will make readily available information, manuals and procedures for these purposes.

### **23.8 Workplace Violence and Aggressive Behaviour**

(a) 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.

(b) 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.

(c) Immediate defusing and debriefing 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.

(d) 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 15 days.

(e) 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.



- (f) 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.
- (g) An employee in need of assistance may call WorkSafeBC. The Employer will post the current contact information at all worksites.

### **23.9 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 an employee becomes aware of a client or resident with a communicable disease or parasitic infestation, the employee will notify the leadership team member on site or on call and advise other employees through regular communication systems.
- (c) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the employees about the inherent risk of the communicable disease or parasitic infestation.
- (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.

### **23.10 Protective Clothing and Supplies**

The Employer shall supply suitable gloves or other protective clothing or supplies to employees required by the employer to safely carry out their regular duties.

### **23.11 Stand Alone Committee**

If a standalone committee was created for the Violence Against Women Intervention and Support Services Department the article would apply with changes only being made to comply with WorkSafe BC regulations.

## **ARTICLE 24 - SICK LEAVE**

### **24.1 Sick Leave**

- (a) Employees will be entitled to the same sick leave eligibility, benefits, terms and conditions as the persons who are employed outside the bargaining unit by the Kamloops Community YMCA-YWCA with exceptions noted in this Article. Should sick leave provisions change, the Employer will advise the Union in writing of the new provisions.

(b) At the time of ratification the following was in force:

(1) Regular full-time employees will accumulate sick leave and family illness leave credits on the basis of one and a half days for every month worked to a maximum 85 days (680 hours). Regular part-time employees will accumulate sick leave and family illness leave on a prorated basis.

(2) Sick leave and family illness leave credits accumulate from the date of employment; but cannot be used until an employee has completed the probationary period. Pay will be based on scheduled work hours lost.

#### **24.2 Medical Confirmation**

(a) The Employer may require medical confirmation of illness where the employee has been absent for four consecutive days of work at the Employer's expense.

(b) Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may require medical certification using the Employer's form at the Employer's expense.

#### **24.3 Employee Responsibilities**

The employee will inform their work site by voice call, as soon as possible in advance of the scheduled shift, of an inability to report to work because of personal illness or injury. The employee will inform the Employer of the date of return to duty, as soon as they are able to in advance of the return date, for scheduling purposes.

#### **24.4 Duration of Sick Leave**

When sick leave has been exhausted, eligible employees have access to Employment Insurance Sickness Benefits and/or Long-Term Disability Plan benefits.

### **ARTICLE 25 - HEALTH AND WELFARE**

#### **25.1 Health & Welfare Benefits**

(a) Employees will be entitled to the same health and welfare eligibility, benefits, terms and conditions as the persons who are employed outside the bargaining unit by the Kamloops Community YMCA-YWCA. Should any health and welfare provision change, the Employer will advise the Union in writing of the new provisions.

(b) At the time of ratification the following was in force:

(1) The YMCA Federation Employee Benefit Plan, Group Policy Number G0107197 (effective June 1, 2017 for Extended Health and Dental, May 1, 2017 all other benefits) which includes:

(i) Health Service Navigator Services, Resilience Services, Life Insurance, Accidental Death and Dismemberment; Extended Health Benefits; Dental Care Benefits; Survivor Extended Benefit and Long-Term Disability Benefit.

(c) The Employer will provide all eligible employees with the above-referenced booklet.

#### **25.2 Retirement Savings**

(a) Employees will be entitled to the same retirement savings eligibility, benefits, terms and conditions as the persons who are employed outside the bargaining unit by the Kamloops Community

YMCA-YWCA. Should any retirement savings provision change, the Employer will advise the Union in writing of the new provisions.

(b) At the time of ratification the following was in force:

(1) Pension Plan for the Canadian YMCA Retirement Fund, Policy Number RS101056-S0131 published November 2018.

### **25.3 Employee and Family Assistance Program**

(a) Employees will be entitled to the same employee and family assistance program eligibility, benefits, terms and conditions as the persons who are employed outside the bargaining unit by the Kamloops Community YMCA-YWCA.

(b) The Employer will provide all eligible employees with the EFAP brochure.

## **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

### **26.1 Equal Pay**

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

### **26.2 Paydays**

Employees will be paid on the Friday of every other week. Should operational needs require a change, the Employer will consult the Union to ensure there is no shortfall for employees during the transition.

### **26.3 Rates of Pay**

(a) Employees will be paid in accordance with the rates of pay negotiated by the parties to this agreement. The rates of pay negotiated by the parties to this agreement are recorded in Appendix A-Wage Grid and are effective on the dates specified.

(b) A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period.

(c) The distribution of paycheques or paystubs will be done in such a manner that the details of the paycheques or paystubs will be confidential.

### **26.4 Rate of Pay on Reclassification**

Employees promoted or reclassified to a higher paying position, will receive the rate of pay for that position.

### **26.5 Involuntary Demotion**

An employee demoted or placed in a lower paying classification through no fault of their own will continue to maintain their current rate of pay.

### **26.6 Substitution Pay**

(a) An employee temporarily substituting in or performing the principal duties of a higher paying position will receive the regular rate for that classification for the period of substitution.

- (b) When operationally feasible, substitution to a higher paying classification will be offered to employees in the next lower classification possessing the knowledge, skills, qualifications and ability required for the higher paying position, in order of seniority.
- (c) An employee temporarily substituting in, or performing the principal duties of a lower paying classification, at the Employer's request, will receive their normal rate of pay.

#### **26.7 Meal Allowance**

Employees on the Employer's business away from their worksite and with the prior approval of the Employer will be entitled to reimbursement for receipted meal expenses incurred at the same rate, terms and conditions as persons who are employed outside the bargaining unit by Kamloops Community YMCA-YWCA. At the time of ratification these rates were:

|           |         |
|-----------|---------|
| Breakfast | \$15.00 |
| Lunch     | \$15.00 |
| Dinner    | \$30.00 |

#### **26.8 Travel Expenses**

The Employer will pay reasonable travel expenses to the employee when they are doing business for the Employer locally. This includes, but is not limited to, bus fare and parking charges. It is understood that the employee must provide receipts.

#### **26.9 Vehicle Allowance**

- (a) Vehicle allowances for all distances travelled while on employer business will be paid to employees required to use their own vehicles in the performance of their duties. This does not include travel to and from work. Vehicle allowance will be the same as persons who are employed outside the bargaining unit by the Kamloops Community YMCA-YWCA. At the time of ratification, the amount was 49¢ per kilometre.
- (b) An employee may only be required to use their personal vehicle for employer business if the insurance coverage for said vehicle includes a minimum of \$5,000,000 third party liability. No employee will be required to obtain such coverage without being reimbursed for the difference between business class with \$5,000,000 third party liability and commuting class with \$2,000,000 third party liability.

### **ARTICLE 27 - GENERAL CONDITIONS**

#### **27.1 Copies of Agreement**

The Union and the Employer desire that every employee be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Union will print sufficient copies of the agreement for distribution to employees. The cost of the copies and distribution to its members will be shared equally by both parties.

#### **27.2 Job Sharing**

Before implementing any job sharing arrangement, the Employer and the Union will develop a written agreement.

### 27.3 Personal Duties

The Employer will not require employees to perform duties of a personal nature for supervisory personnel which are not work related.

### 27.4 Indemnity

Except where there has been wilful negligence on the part of an employee, the Employer will:

- (a) indemnify and save harmless employees from any liability action arising from the performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

### 27.5 Criminal/Civil Offences by Clients

The Employer agrees that where there are reasonable grounds to believe a client has committed a criminal offence against an employee, the Employer will provide necessary leave, without loss of pay or benefits, to the employee to support the employee's pursuit of criminal charges and/or alternative corrective remedies.

### 27.6 Client Information

- (a) The Employer will provide employees with the information known to the Employer, regarding a client that is necessary for the employees to safely carry out their duties.
- (b) Where an employee becomes aware of information of a safety concern about a resident the employee will notify the leadership team on site or on call and advise the other employees through regular communication channels for the employees to safely carry out their duties.
- (c) Private information about clients and residents will be handled in full compliance with the *Personal Information Protection Act* of British Columbia.

### 27.7 Required Certificates and Registration

- (a) 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.
- (b) Where the Employer requires an employee to be registered with a professional regulatory college or body the cost of maintaining that registration will be borne by the Employer.

### 27.8 Volunteers

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

### 27.9 Damage to Personal Property

- (a) Where an employee produces reasonable proof that personal possessions are damaged by a person accessing the programs or services, the Employer will pay, to a maximum of \$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 \$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.

#### **27.10 Personal Property**

The Employer will provide a secure space for employees to store personal possessions, wallets, and/or bags when the employees are at work in their worksite.

#### **27.11 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.

### **ARTICLE 28 - CASUAL EMPLOYEES**

#### **28.1 Casual Employee**

(a) A casual employee is one who is employed:

- (1) for relief purposes; and/or
- (2) to cover temporary workload situations.

(b) Casual employees will not be used in such a way that would reduce the number of regular full time and/or regular part-time positions.

#### **28.2 Casual Employee Probationary Period**

(a) For the first 520 hours of service with the Employer, a casual employee will be a probationary employee. In no case will the probationary period exceed six months without the agreement of the Union.

(b) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.2 (Suspension and Dismissal) of this agreement. The test of just cause 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.

#### **28.3 Seniority**

(a) The Employer will provide the Union and shop stewards with a current service seniority list of casual employees by classification quarterly (February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup>).

(b) The seniority list will include the following information for each casual employee:

- (1) Name

- (2) Start Date
- (3) Classification(s)
- (4) Current seniority up to the end of the last pay period of the previous month

(c) The list will be posted for employee review for 15 days, during which time casual employees may challenge their own seniority date.

(d) Casual employees will accrue seniority on a straight-time hourly basis.

#### **28.4 Shift Refusal and Non-Availability for Casual Anti-Violence Crisis Workers**

(a) It is understood that it is an operational necessity that casual employees be available for work on a consistent basis, outside of approved leaves of absences, in order to maintain their casual employment. Failure to advise on availability and/or non-availability, will be in accordance with Memorandum of Understanding #1 Re: Scheduling of Casual Hours for Anti Violence Crisis Workers, Section 1.2 (Availability for Casual Hours).

(b) A refusal to work will be the result of declining an offer of a shift for a period of indicated availability.

(c) If a casual employee is ill, they will call in to temporarily remove their name from their indicated availability and call in to resume their availability when their wellness permits.

(d) Unless a reasonable explanation is provided, refusal of more than five shifts in a calendar year for which they have indicated their availability will result in casual employees being dropped to the bottom of the casual list and losing all seniority.

(e) Refusals will be acceptable under special circumstances of family emergency, formal travel/weather advisories or in circumstances deemed beyond the control of the employee.

#### **28.5 Leaves of absence**

(a) The Employer will grant, on written request, leave of absence without pay and with seniority:

- (1) for casual employees to seek election in a federal, provincial, municipal, First Nation or other Indigenous election for a maximum period of 90 days; and
- (2) for casual employees elected to a public office for a maximum period of five years.

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

(c) In the case of bereavement leave, casual employees are entitled to leave as per Clause 21.1 (Bereavement Leave) without pay.

(d) Attendance at court arising from employment will be with pay and travel expenses if required.

(e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.

(f) An employee who resigns their position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority.

**28.6 Pay in Lieu**

Casual employees will receive pay in lieu of vacation at 4% on each paycheque for casual shifts worked.

**28.7 Casual Availability and Call-In Procedure**

Refer to Memorandum of Understanding #1 Re: Re: Scheduling of Casual Hours for Anti Violence Crisis Workers

**28.8 Regular to Casual Status**

- (a) Regular employees may apply to transfer to casual status. Upon transfer such employees will be entitled only to such benefits as are available to casual employees. Such employees will maintain all accumulated seniority to the date of transfer.
- (b) An employee who transfers from regular to casual status will have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Clause 13.4 (Temporary Appointments).

**28.9 Application of Agreement to Casual Employees**

The provisions of Articles 14 - Layoff and Recall, 15.3 (Work Schedules), 15.4 (Notice of Work Schedules), 15.11 (Hours of Work – Part-Time Employees), 19 - Vacation Entitlement, 21 – Special and Other Leave, 24 – Sick Leave, and 25 – Health and Welfare do not apply to casual employees.

**ARTICLE 29 - TERM OF AGREEMENT****29.1 Duration**

This agreement will be binding and remain in force and effective from <date of ratification> to September 1, 2022. All provisions of the agreement are effective the date of ratification by both parties unless otherwise stated.

**29.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after May 1, 2022 but in any event not later than midnight, June 1, 2022.
- (b) Where no notice is given by either party prior to June 1, 2022, both parties will be deemed to have been given notice under this section on June 1, 2022, and thereupon Clause 29.3 (Commencement of Bargaining) applies.
- (c) All notices on behalf of the Union will be given by the President of the Union and similar notices on behalf of the Employer will be given by the employer designate.

**29.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 29.3 (Commencement of Bargaining), the parties will, within 30 days after the notice was given, commence collective bargaining.

**29.4 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.



#### **29.5 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

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Stephanie Smith  
President

---

Alix Dolson,  
Bargaining Committee Member

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Edie (Edith) Fisher  
Bargaining Committee Member

---

Chelsea Koronko  
Bargaining Committee Member

---

Brent Camilleri  
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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Michelle Walker  
General Manager

---

Maureen Jones  
Case Coordinator

---

Denis Gagnon  
Senior Consultant

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### APPENDIX A Wage Grid

| CLASSIFICATION                                    | GRID LEVEL | STEPS<br>Step 1- 0-2000 hours*<br>Step 2 – 2001-4000 hours*<br>Step 3 – 4001 – 6000 hours*<br>Step 4 – 6001 hours* onwards | September 1, 2019 | April 1, 2020 | April 1, 2021 | April 1, 2022 |
|---------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|---------------|---------------|
| Facilities Attendant                              | 1          | 0 – 3 months                                                                                                               | \$14.11           | \$14.87       | \$15.48       | \$15.79       |
|                                                   |            | 4 – 12 months                                                                                                              | \$14.53           | \$15.32       | \$15.74       | \$16.05       |
|                                                   |            | 1 – 2 years                                                                                                                | \$14.96           | \$15.78       | \$16.20       | \$16.53       |
|                                                   |            | 2 – 3 years                                                                                                                | \$15.41           | \$16.25       | \$16.69       | \$17.03       |
|                                                   |            | Over 3 years                                                                                                               | \$15.88           | \$16.73       | \$17.19       | \$17.54       |
| Anti-Violence Crisis Worker                       | 2          | 1                                                                                                                          | \$19.45           | \$20.52       | 2% + CSS LWR  | CSS           |
|                                                   |            | 2                                                                                                                          | \$20.40           | \$21.52       | 2% + CSS LWR  | CSS           |
|                                                   |            | 3                                                                                                                          | \$21.50           | \$22.68       | 2% + CSS LWR  | CSS           |
|                                                   |            | 4                                                                                                                          | \$22.65           | \$23.90       | 2% + CSS LWR  | CSS           |
| Family Support Worker                             | 3          | 1                                                                                                                          | \$22.00           | \$23.23       | 2% + CSS LWR  | CSS           |
|                                                   |            | 2                                                                                                                          | \$23.08           | \$24.37       | 2% + CSS LWR  | CSS           |
|                                                   |            | 3                                                                                                                          | \$24.33           | \$25.70       | 2% + CSS LWR  | CSS           |
|                                                   |            | 4                                                                                                                          | \$25.63           | \$27.06       | 2% + CSS LWR  | CSS           |
| Counsellor, PEACE Program                         | 4          | 1                                                                                                                          | \$27.59           | \$31.87       | 2% + CSS LWR  | CSS           |
|                                                   |            | 2                                                                                                                          | \$28.82           | \$33.29       | 2% + CSS LWR  | CSS           |
|                                                   |            | 3                                                                                                                          | \$30.34           | \$35.04       | 2% + CSS LWR  | CSS           |
|                                                   |            | 4                                                                                                                          | \$31.63           | \$36.53       | 2% + CSS LWR  | CSS           |
| Director, Stopping the Violence Outreach Services | 3          | 1                                                                                                                          | \$22.00           | \$23.23       | 2% + CSS LWR  | CSS           |
|                                                   |            | 2                                                                                                                          | \$23.08           | \$24.37       | 2% + CSS LWR  | CSS           |
|                                                   |            | 3                                                                                                                          | \$24.33           | \$25.70       | 2% + CSS LWR  | CSS           |
|                                                   |            | 4                                                                                                                          | \$25.63           | \$27.06       | 2% + CSS LWR  | CSS           |

2% + CSS LWR = rates will be those determined by the General Services Collective agreement between the Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association of Unions (CSSBA) which are a 2% general wage increase plus Low Wage Redress

for each position according to the agreed Community Social Services sectoral classification match listed below.

CSS = rates will be those determined by the General Services Collective agreement between the Community Social Services Employers' Association (CSSEA) and the Community Social Services Bargaining Association of Unions (CSSBA). In the event that rates change on a 2022 date different from April 1, the same effective date of increase will be applied in this agreement.

The jobs are matched to Community Social Services sectoral classifications and wage grids as follows:

| Classification                                    | CSS Matching Classification           | CSS Grid Level |
|---------------------------------------------------|---------------------------------------|----------------|
| Anti-Violence Crisis Worker                       | Transition House Worker               | Grid 10        |
| Family Support Worker                             | Family Support Worker                 | Grid 12        |
| Counsellor, PEACE Program                         | Children Who Witness Abuse Counsellor | Grid 13-P      |
| Director, Stopping the Violence Outreach Services | Family Support Worker                 | Grid 12        |

In addition to the above wage grid, the incumbent in the Facilities Attendant position will have an hourly rate of \$15.59 effective July 1, 2019.

### **MEMORANDUM OF UNDERSTANDING #1** **Scheduling of Casual Hours for Anti Violence Crisis Workers**

#### **1.1 Seniority**

- (a) The Employer will provide the Union and shop stewards with a current service seniority list of casual employees by classification quarterly (February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup>).
- (b) The seniority list will include the following information for each casual employee:
  - (1) Name
  - (2) Start Date
  - (3) Classification(s)
  - (4) Current seniority up to the last pay period of the previous month
- (c) The list will be posted for employee review for 15 days, during which time casual employees may challenge their own seniority date.
- (d) Casual employees will accrue seniority on a straight-time hourly basis.

#### **1.2 Availability for Casual Hours**

- (a) As per Clause 15.11 (Hours of Work – Part-Time Employees), part-time employees will be given the first option of filling casual vacancies, provided overtime does not result, and will be contacted electronically with vacancy offers the same as casual employees. Casual employees will be called within the same classification by seniority, when no regular part-time employees are available.
- (b) Casual and part time employees by the 15<sup>th</sup> of the current month will inform their Supervisor or designate in writing of their availability for the upcoming month.

- (c) Casual employees must provide a minimum availability of 12 shifts per month including 2 overnight shifts. Part time employees have no obligation to put in additional availability but have the option to do so.
- (d) It is understood that it is an operational necessity that casual employees be available for work on a consistent basis, outside of approved leaves of absences, in order to maintain their casual employment. Failure to advise on availability as per (b) and (c) above, and/or non-availability for two consecutive months, will result in being deemed to have resigned.
- (e) Unless a reasonable explanation is provided, refusal of more than five shifts in a calendar year for which the employee has indicated their availability will result in:
  - (1) For casual employees, being dropped to the bottom of the casual list and losing all seniority;
  - (2) For part time employees, not being able to put in availability for 12 months.
- (f) Once assignments have been made and the schedule has been posted if there are vacant shifts remaining employees may revise their availability for the remaining vacant shifts. Such submission will be in writing to the Supervisor or designate responsible for scheduling, within seven day of the schedule being released. The shifts will be scheduled according to Section 1.2 (a) and (b) (Availability for Casual Hours) above.
- (g) The schedule and the availability will be posted by the 20<sup>th</sup> of the month, or the first business day after if the 20<sup>th</sup> is on a weekend for the following month. Any revisions to the schedule will be posted by the end of the month.

### 1.3 Shift Refusal

- (a) A refusal to work will be the result of declining an offer of a shift for a period of indicated availability.
- (b) If an employee is ill, they will call in to temporarily remove their name from their indicated availability and call in to resume their availability when their wellness permits.
- (c) The Employer will reasonably consider whether an employee's declining to accept a shift qualifies as a refusal under special circumstances such as: family emergency, formal travel/weather advisories or in circumstances deemed beyond the control of the employee.

### 1.4 Call-in Procedure

- (a) There will be one electronic call out for each vacant shift to all part-time and casual employees. The shift will be assigned to one of the employees who responded to accept the shift in the following order:
  - (1) To the most senior part time employee who is listed on the availability calendar
  - (2) To the most senior casual employee who is listed on the availability calendar
  - (3) To the most senior part time employee who has not indicated availability
  - (4) To the most senior casual employee who has not indicated availability
- (b) Electronic contacts to fill a shift with notice greater than 48 hours and less than 30 days require a response within 12 hours' of the contact.
- (c) Electronic contacts to fill a shift with 24-48 hours' notice require a response within 30 minutes of the contact.

(d) Electronic contacts to fill a shift with 24 hours' or less notice require a response within 15 minutes of the contact. A response of non-acceptance or a lack of response from the employee in such short-call circumstances will not be deemed to be a refusal pursuant to Section 1.3 (Shift Refusal) above.

### **1.5 Review of the Memorandum**

(a) The parties agree on the importance of having casual hours scheduled in the most effective manner to meet operational requirements.

(b) The parties recognize that timely changes to the current memorandum may be required in order to meet this objective.

(c) Accordingly, the Labour Management Committee will monitor and assess the effectiveness of the Memorandum in achieving the scheduling requirements of the organization and will have the power to make any recommendations to the Parties to revise this memorandum as it deems appropriate.

## **MEMORANDUM OF UNDERSTANDING #2 Harassment**

### **1.1 Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means 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) inappropriate touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Sexual harassment refers to behaviour initiated by any gender and directed toward members with any gender.

### **1.2 Bullying, Harassment and Discrimination**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from bullying, harassment and discrimination and agree that employees who engage in bullying, harassment and discrimination may be disciplined.
- (b) Bullying, harassment or discrimination means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person, serves no legitimate work purpose, and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or criminal or summary conviction that is unrelated to the employment of that person. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
  - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute bullying, harassment or discrimination, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Bullying, harassment or discrimination does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

### 1.3 Harassment Complaints

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making the 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 commencing at Step 3. Such grievances are always suitable for and resolved by expedited arbitration under Clause 10.9, including those that would otherwise be excluded per Clause 10.9 (a).
- (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 Code* of British Columbia.

#### 1.4 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the General Manager (or equivalent or designate). When the General Manager has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (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 this memorandum, and the remedy sought.
- (d) The General Manager or their designate will investigate the complaint and will complete their investigation within 45 days.
- (e) The Employer will take action to resolve the complaint within 15 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 General Manager, the Chief Executive Officer will execute the duties of the General Manager described in this clause.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

#### **MEMORANDUM OF UNDERSTANDING #3 Management/Senior Leaders into Bargaining Unit**

An employee whose position moves into the bargaining unit will continue to receive those benefits as a management/senior leader that are superior to any benefit in this agreement.

#### **MEMORANDUM OF UNDERSTANDING #4 Record of Employment Information**

When the Employer issues a Record of Employment (ROE) to an employee, the Employer will also provide to the Union in writing the employee's name and code used in Block 16 of the ROE form.



**MEMORANDUM OF UNDERSTANDING #5**  
**Reporting of Employee Time Banks**

The Employer plans to upgrade the payroll system in 2020. That upgrade will deliver regular reporting or access by employees to their vacation, sick leave, lieu time and overtime bank balances. Until the upgrade is complete the Employer will provide this information quarterly or on the employee's request.

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