

FIRST COLLECTIVE AGREEMENT

between

**BC HEALTHY COMMUNITIES SOCIETY
(the “Employer”)**



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 374
(the “Union”)**



Effective from March 24, 2022 to March 31, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – UNION SECURITY	2
1.1 Sole and Exclusive Bargaining Agency	2
1.2 No Separate Agreements.....	2
1.3 Union Membership	2
1.4 Union Dues	2
1.5 Work of the Bargaining Unit	2
1.6 No Contracting Out	3
ARTICLE 2 - MANAGEMENT RIGHTS	3
ARTICLE 3 – NO STRIKES OR LOCKOUTS, PICKETLINES	3
3.1 No Strike or Lockout.....	3
3.2 Crossing of Picket Lines During Strike	3
ARTICLE 4 - LABOUR MANAGEMENT RELATIONS.....	4
4.1 Shop Stewards.....	4
4.2 Access to Documents	4
4.3 Bargaining.....	4
4.4 Workplace Surveillance.....	5
4.5 Labour-Management Committee.....	5
4.6 Board Meetings	5
ARTICLE 5 – WAGES	5
5.1 Wage Schedule.....	5
ARTICLE 6 – CORRESPONDENCE	5
6.1	5
6.2.....	5
6.3.....	6
6.4.....	6
ARTICLE 7 – PAID INTERNS AND STUDENTS.....	6
7.1 Compensation for Co-op Students, Paid Interns and Paid Practicum Students.	6
ARTICLE 8 - DISCRIMINATION, HARASSMENT AND BULLYING.....	6
8.1 Respectful Workplace	6
8.2 Training	6
ARTICLE 9 - HOURS OF WORK AND OVERTIME	7
9.1 Hours of Work	7
9.2 Rest Periods & Meal Period	7
9.3 Daily Guarantee	7
9.4 Time In Lieu	7
9.5 Overtime	7

ARTICLE 10 - EMPLOYEE BENEFITS	8
10.1 Benefit Entitlement.....	8
10.2 Benefits Review	8
10.3 Health Days and Injury Leave.....	8
ARTICLE 11 – LEAVES OF ABSENCE	9
11.1 Union Leave.....	9
11.2 Maternity, Parental, and Adoption Leave	9
11.3 Bereavement Leave.....	10
11.4 Jury Duty.....	10
11.5 Unpaid Leave.....	10
ARTICLE 12 – ANNUAL VACATION	11
12.1 Vacation Leave	11
12.2 Winter Holiday Office Closure	12
ARTICLE 13 – STATUTORY HOLIDAYS.....	12
13.1 Holiday Leave	12
ARTICLE 14 – PROBATION	13
14.1 Probation	13
ARTICLE 15 - POSTING OF POSITIONS	13
15.1 Posting of Positions	13
15.2 Promotions.....	13
15.3 Classifications.....	14
ARTICLE 16 – SENIORITY.....	14
16.1 Definition.....	14
16.2 Seniority List	14
16.3 Loss of Seniority	14
16.4 Layoffs	15
16.5 Order of Layoffs	15
16.6 Recall.....	15
16.7 Temporary Layoff and Recall.....	15
ARTICLE 17 – TECHNOLOGICAL CHANGE	16
17.1 Technological Change	16
ARTICLE 18– GRIEVANCE & ARBITRATION PROCEDURES	16
18.1 Definition.....	16
18.2 Step One.....	16
18.3 Step Two.....	16
18.4 Step Three	17
18.5 Single Arbitrator	17
18.6 Policy Grievance	17
18.7 Time Limits	17
18.8 Powers of the Arbitrator	17

ARTICLE 19 – GENERAL CONDITIONS	18
19.1 Discipline and Personnel Records	18
19.2 Union Representation at Discipline Meetings	18
19.3 Performance Development and Learning	19
19.4 Travel and Per Diem	19
19.5 BCHC Human Resource Policies.....	19
ARTICLE 20 – TERM AND RENEWAL	19
20.1 Term	19
20.2 Agreement to Continue	20
SCHEDULE ‘A’	21

COLLECTIVE AGREEMENT

BETWEEN:

BC HEALTHY COMMUNITIES SOCIETY
(the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 374
(the "Union")

PREAMBLE

WHEREAS BC Healthy Communities Society (BCHC) is an Employer within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is the bargaining authority for employees at and from Lekwungen Territory, 300-722 Cormorant Street, Victoria, BC;

AND WHEREAS it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, and services;
- c) To encourage efficiency in the operation of the BC Healthy Communities Society (BCHC) and to provide the best service to its clients; and
- d) To promote the morale, wellbeing and security of the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in agreement;

NOW THEREFORE the parties agree with each other as follows:

ARTICLE 1 – UNION SECURITY

1.1 Sole and Exclusive Bargaining Agency

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit except those excluded by the Labour Relations Code of B.C.

1.2 No Separate Agreements

- a) The Employer will not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or terms of employment of such employees.

1.3 Union Membership

All present and future employees of BCHC, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the Constitution and/or Bylaws of the Union.

1.4 Union Dues

- a) All employees covered by the Union's Certification will pay to the Union an amount equal to the Union's dues and any assessments as are levied by the Union in accordance with its Constitution and Bylaws, such payment to be made by payroll deduction.
- b) The Employer will deduct such amounts from each employee's semi-monthly pay cheque and will forward same to the Secretary Treasurer of the Union, no later than the fifteenth (15th) day of the following month, together with a list of those employees from whom deductions were made.
- c) The Employer will show the total amount of Union dues and levies deducted on the employees' T4 slips.

1.5 Work of the Bargaining Unit

- a) Nothing in this collective agreement shall be construed to restrict the right of the excluded employees to perform the work normally done by them.
- b) BCHC will advise the Union in the event additional programs and/or projects are secured and will be performed by members of the bargaining unit.

- c) The Employer will not assign members of the bargaining unit to act in an excluded position without mutual consent.
- d) The Employer will not assign excluded employees to act in a bargaining unit position without mutual consent.

1.6 No Contracting Out

The Employer agrees not to contract out work ordinarily performed by members of the bargaining unit where such contract would result in the reduction of hours of an employee, the layoff of an employee, or failure to recall an employee on layoff who is qualified to perform the work.

ARTICLE 2 - MANAGEMENT RIGHTS

The management and direction of employees shall be retained by BCHC except as expressly limited by this Agreement. BCHC will not exercise its management rights in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 3 – NO STRIKES OR LOCKOUTS, PICKETLINES

3.1 No Strike or Lockout

During the term of this Agreement there shall be no strike or withdrawal of services on the part of the Union or any of the employees and there shall be no lockout by the Employer or any person acting on behalf of the Employer.

3.2 Crossing of Picket Lines During Strike

An employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees. Failure to cross a picket line or to perform the work of striking or locked out employees by a member of the Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

ARTICLE 4 - LABOUR MANAGEMENT RELATIONS

4.1 Shop Stewards

The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing on Employer time to the Steward(s) for the settlement of disputes and grievances. Stewards will notify their supervisor in advance before leaving their work duties to perform their Steward duties. Authorization for such leave is subject to operational requirements and will not be unreasonably withheld.

The duties of Shop Stewards include, but are not limited to, the following:

- a) To bring concerns directly to management.
- b) Investigating complaints of an urgent matter.
- c) Investigating grievances.
- d) Assisting employees in preparing and presenting a grievance in accordance with the Grievance Procedure.
- e) Supervising ballot boxes and other related functions during ratification votes.
- f) Attending meetings called by the Employer.
- g) Accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated.
- h) Acting as appointees to the Labour-Management Committee.

4.2 Access to Documents

- a) The Employer shall maintain accurate and comprehensive payroll records including, but not limited to, hours worked, pay rates, and accruals.
- b) In the event of a complaint respecting an employee's pay, a representative of the Union will have access to work schedules and/or pay records.

4.3 Bargaining

Two representatives of the bargaining unit will be granted a leave of absence without loss of salary, seniority or benefits when meeting with the representatives of BCHC in negotiating revisions or the renewal of this Agreement.

4.4 Workplace Surveillance

Surveillance equipment will not be used for the purpose of monitoring of employees in the workplace.

4.5 Labour-Management Committee

The Employer and the Union agree that a Labour-Management Committee will meet four (4) times per year and at the call of either party, to seek solutions to workplace concerns. One (1) meeting per year will be dedicated to Occupational Health and Safety matters. Employees elected or selected by the Union may attend with no loss of pay, accompanied by Union Officers, and/or a CUPE National Representative.

4.6 Board Meetings

A Union representative may request to attend a meeting of the Board of Directors to make a presentation.

ARTICLE 5 – WAGES

5.1 Wage Schedule

Wages will be paid semi-monthly in accordance with Schedule 'A' attached hereto and forming part of the collective agreement. On each pay day employees shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

ARTICLE 6 – CORRESPONDENCE

6.1

All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director and the President with copies to the Vice-President.

6.2

The Employer shall notify the Union of the name, address, home email, phone number, position and location of each new employee, by way of a signed union card within fifteen (15) days of their date of employment.

6.3

The Union shall be notified of all hirings, promotions, demotions and appointments pursuant to postings under Article 15.1 (Posting of Positions), terminations, retirements, deaths, layoffs, recalls, reclassification, application for long-term disability and WorkSafeBC claims that have been rejected of regular employees within five (5) working days of becoming aware of such.

6.4

A copy of the adopted minutes of BCHC Board meetings and committees, shall continue to be accessible to staff.

ARTICLE 7 – PAID INTERNS AND STUDENTS

7.1 Compensation for Co-op Students, Paid Interns and Paid Practicum Students

Engagement of Co-op Students, Paid Interns and Paid Practicum Students will be determined by the Employer based on the availability of funding in the BCHC budget.

Wages for such positions shall be in accordance with Schedule “A”.

ARTICLE 8 - DISCRIMINATION, HARASSMENT AND BULLYING

8.1 Respectful Workplace

- a) The Employer and the Union agree to the principles of a respectful workplace. Policies that support this objective as it relates to Workplace Violence, Bullying and Harassment, Rights and Employment Equity shall continue to be administered in accordance with the BCHC Employee Handbook.
- b) Human Rights: The Employer and the Union will adhere to the BC Human Rights Code for the prohibited grounds of discrimination.
- c) Complaints under a) and b) above that are not resolved shall be eligible to be processed as a grievance.

8.2 Training

Anti-harassment/Anti-bullying training shall be given to annually to new employees. Current employees who wish to take a refresher shall be entitled to attend such training. Any training under this article shall be without loss of salary.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.1 Hours of Work

- a) Employees will work a standard workweek of thirty-five (35) hours, from Monday to Friday, with Saturday and Sunday as rest days.
- b) Employees will work a seven (7) hour standard workday between 8:30 am and 4:30 pm.
- c) Employee requests for amendments to start and finish time set out above may be considered with the approval of the Executive Director. Such approval shall not be unreasonably denied.
- d) Where project or work completion determines, alternative hours of work may be considered with mutual agreement.

9.2 Rest Periods & Meal Period

- a) Two (2) paid rest periods of fifteen (15) minutes each will be provided each workday and will be scheduled by the employee.
- b) One (1) unpaid meal period of one (1) hour will be provided each workday and will be scheduled by the employee between 10:00 a.m. and 2:30 p.m.

9.3 Daily Guarantee

An employee reporting for a scheduled shift on the call of the Employer, will receive their regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours of pay at the regular hourly rate.

9.4 Time In Lieu

An employee may request to vary their hours of work on a temporary basis provided that the time worked on a day does not exceed 10 hours. Time in lieu shall be approved in advance by the Executive Director and time credited at straight time shall be scheduled to be taken within a 14-day period.

9.5 Overtime

- a) With the exception of work performed in accordance with Article 9.1 c) or 9.4 overtime rates shall apply for employees as follows:
 - i. one and one half times (1 ½ x) the employees regular wage up to ten (10) hours and
 - ii. double (2 x) the employee's regular wage for any time over ten (10) hours.

- iii. double (2 x) the employees regular wage for any hours over 45 hours per week.
- b) Time credited above shall go into an overtime bank and shall be scheduled by mutual agreement within one hundred and twenty (120) days unless otherwise agreed.

ARTICLE 10 - EMPLOYEE BENEFITS

10.1 Benefit Entitlement

After three (3) consecutive months of employment, employees will be eligible for benefits. Life Insurance, Accident and Serious Illness, Dependent Life Insurance, BC MSP, Extended Health Care, Employee Assistance Program, Dental Care, and Survivor Benefits shall continue to be administered in accordance with the BCHC Employee Handbook and the Benefits Carrier.

10.2 Benefits Review

The Employer and Union shall meet 6 months prior to the expiration of the benefits plan in order to review coverage, usage, and costs.

10.3 Health Days and Injury Leave

After two (2) completed calendar months of service, an employee may be granted Wellness Days/Injury Leave, including medical appointments with pay, based on an accrual of one point six-six (1.66) days per month to a maximum of twenty (20) days per year. Medical appointments include the services covered under the BCHC medical benefits plan such as dental, physiotherapy, etc.

This paid leave is specifically intended for employees who need to look after their health/ are ill or injured and require a short period of time off with a view to returning to work. Up to five (5) of the twenty (20) days can be used toward attending to the care, health of a child or immediate family member as defined by the BC Employment Standards Act.

During the first three (3) months of service, In the event that the employee is taking a Wellness Day/Injury Leave, they are expected to call in and speak directly with their immediate Supervisor by 8:30 a.m. Beyond the first three (3) month period of service staff can be in communication via email to their immediate Supervisor and provide details regarding required coverage in their absence, etc. All leave is subject to Employer approval. BCHC reserves the right to contact the employee if necessary.

BCHC may request confirmation from their physician for any paid or unpaid sick leave requests, including information regarding limitations and restrictions which preclude the employee from working, and a prognosis as it relates to job duties, accommodations, or requirements. BCHC may also request confirmation from the doctor indicating an employee is fit to return to work.

Due to unforeseen or unavoidable circumstances, should an employee need time beyond the twenty (20) day limit allotted for Short Term Illness and Injury Leave, prior written approval from the Executive Director will be required.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 Union Leave

- a) The Employer will grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least seven (7) days prior to the beginning of the leave. Approval for such leave shall not be unreasonably denied.
- b) Leaves granted will not constitute a break in seniority. With respect to any leave of absence granted without pay, the Employer will continue to pay each representative's regular wage or salary and will render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for all benefits. The Union will reimburse the Employer to the amount of the account rendered within sixty (60) days.

11.2 Maternity, Parental, and Adoption Leave

- a) Adoption, maternity, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, maternity, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.
- b) Employees on adoption, maternity and parental leave will continue to accrue seniority and service for service-related benefit entitlements.
- c) When an employee is off work on adoption, maternity and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the employee is enrolled prior to the commencement of the leave.

- d) Employees returning from adoption, maternity and parental leave will return to their former position, or a comparable position if their previous position has been eliminated.
- e) If the Employer reduces operations due to funding during an employee's leave, it must be determined what would have happened had the employee not taken leave under this Article. The employee must be returned to their original position unless the employee would have been affected in the same manner if they had continued working and had not taken leave.

11.3 Bereavement Leave

BCHC will grant up to three (3) consecutive, paid working days in the event of a death in an employee's immediate family. Immediate family is defined as: spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with an employee as a member of the employee's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children if they live with the employee as a member of the employee's family.

11.4 Jury Duty

Employees will be permitted up to two (2) weeks' paid time off for jury duty. After that, employees will be required to continue jury duty without pay. Any honorarium received for jury duty during the first two (2) weeks' system will be surrendered to BCHC. A copy of the notice to serve should be provided for inclusion in the employee's personnel file.

11.5 Unpaid Leave

- (a) Requests for leave without pay must be discussed with the Executive Director. Approval for any such leave is at the discretion of the Executive Director.

Consideration of the circumstances may include:

- i. The duration of leave (maximum leave considered is eight (8) weeks);
- ii. Reason for the leave (potential benefits to employee and/or BCHC);
and
- iii. Whether the staff member has previously taken leave without pay.

- b) Conflicting requests

Requests for leave without pay exceeding one (1) month in duration must be submitted in writing to the Executive Director for approval three (3) months prior to the start date of requested leave.

Attempts may be made to return employees to a position of equal responsibility on return from leave, however; no guarantee exists.

ARTICLE 12 – ANNUAL VACATION

12.1 Vacation Leave

a) Vacation Entitlements

Employees who have completed the service requirements listed below shall be granted vacation leave and receive vacation pay as follows:

Years of Service	Vacation Entitlement (in days)
Less than 1	Earned at 1.25 days/month
1 year+	20 days/year
5 years+	25 days/year
10 years	28 days/year
15 years	30 days/year

(b) Vacation Schedules

Employees shall have their vacation granted provided four (4) weeks of notice is given. The employer shall consider requests with less than four (4) weeks of notice and requests shall not be unreasonably denied.

(c) Seniority on Vacation Selection

Where a conflict exists between vacation requests, employees shall endeavor to resolve the conflict themselves. Where this is not successful, the selection of vacation time will be by seniority.

(d) Sick Leave during Vacation

Where an employee qualifies for sick leave due to illness or injury during the period of vacation time, sick leave shall displace vacation leave. An illness or injury occurring while the employee is on scheduled vacation time shall not be accepted as a claim for sick leave benefits unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written medical verification of such illness or injury and hospitalization or confinement must be provided to the Employer in order for the employee to be eligible for sick leave benefits.

(e) Leaves of Absence

Employees shall not accrue vacation pay while on unpaid leaves of absence.

(f) Vacation Carryover

Permanent employees may carry over a maximum of five (5) vacation days from one calendar year to the next. Vacation carried over shall be scheduled and must be taken within the calendar year.

In January and July, accruals and schedule shall be reviewed by Human Resources with each employee.

12.2 Winter Holiday Office Closure

The Winter Holiday Office Closure shall continue to be administered in accordance with the BCHC Employee Handbook.

ARTICLE 13 – STATUTORY HOLIDAYS

13.1 Holiday Leave

- a) Full-time employees are entitled to a paid day off for the following days and any other days declared as holidays by the Federal or Provincial Government and shall be paid as Statutory holidays.

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

- b) Part-time employees will be compensated for the above holidays on a pro-rated basis based on normal hours worked per day.

Employees wishing to observe religious or other ethno-cultural days, other than the holidays listed above may request a substitute date to be taken in the same calendar year. Such requests must be made shall not be unreasonably denied.

ARTICLE 14 – PROBATION

14.1 Probation

- a) Employees are considered to have probationary status for the earlier of the first six (6) months or eight hundred and forty (840) hours of employment to determine their suitability for ongoing employment.
- b) The Employer may seek the Union’s agreement for an extension to probation to a maximum of three (3) months. Such agreement shall not be unreasonably withheld.
- c) While employees have probationary status pursuant to the provisions of this Article, they will have no rights based on seniority, but on the completion of the probationary period, seniority is based on total length of service.

ARTICLE 15 - POSTING OF POSITIONS

15.1 Posting of Positions

- a) The Employer will prepare a notice of vacancy and circulate such notice by email to all employees for any vacant or newly created position to be filled.
- b) Notice of vacancy will be posted internally for five working days.
- c) Concurrently, the notice of vacancy will be advertised externally for a minimum of ten working days.
- d) Internal applications that have the required qualifications shall receive preference over external candidates.
- e) All notices of vacancies posted pursuant to this clause will contain the following information:
 - i. nature of position;
 - ii. required qualifications, knowledge, education and skills; and
 - iii. wage rate.
 - iv. That the position is a Union position with CUPE Local 374.

15.2 Promotions

The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill, and ability. When these factors are equal among applicants for the position, the employee among this group having the greatest seniority shall receive preference.

15.3 Classifications

- a) The Employer will maintain up-to-date job descriptions for all classifications.
- b) When a new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be resolved in accordance with the Grievance Procedure.
- c) For existing classifications, where there has been a substantial change in job duties and increase in responsibilities, the Parties will agree on an amended wage rate or resolve the matter in accordance with the Grievance Procedure.
- d) Reviews under this article shall be completed within sixty (60) working days.

ARTICLE 16 – SENIORITY

16.1 Definition

An employee's seniority shall be defined as the length of continuous employment from the last date of hire. A seniority date will be calculated for each employee based on their weekly employment. Eligible employment weeks include time compensated while on WorkSafeBC benefits, Union leaves, jury duty, leave for learning and professional development and maternity, parental and adoption leave.

16.2 Seniority List

The Employer will maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. The Seniority List will be emailed annually to all employees with a copy to the Union.

16.3 Loss of Seniority

Loss of seniority will only result from the following:

- a) Discharge for just cause and is not reinstated.
- b) The employee resigns in writing.
- c) Retirement.
- d) Continuous layoff for a period exceeding one (1) year.

16.4 Layoffs

- a) In the event of a layoff, employees with six (6) months or more service will receive at least two (2) weeks' prior notice or pay-in-lieu thereof. Employees with three (3) or more years' seniority will receive one (1) additional weeks' notice or pay-in-lieu thereof for each subsequent year to a maximum of eight (8) weeks.
- b) Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within two (2) years, will be credited with previous seniority.

16.5 Order of Layoffs

When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. Employees will be laid off in reverse order of their seniority. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

16.6 Recall

- a) Regular employees who have been laid-off and placed on the recall list in accordance with Article 18, shall have preference in rehiring by seniority where the employee is qualified to fill the position.
- b) New employees shall not be hired following a layoff until the Employer has attempted to recall employees on the recall list.
- c) It shall be the responsibility of laid-off employees on the recall list to maintain their contact information with the Employer.

16.7 Temporary Layoff and Recall

Layoff and recall rights will not apply to employees working on a temporary basis for a cumulative period of up to eighteen (18) months. The term of employment will be clearly indicated in the letter of appointment.

ARTICLE 17 – TECHNOLOGICAL CHANGE

17.1 Technological Change

- a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- b) Prior to the introduction of technological change, the Employer will give reasonable notice to the Union and convene a meeting of the Labour-Management Committee, to discuss and resolve, if possible, matters pertaining to the proposed change.
- c) Where the Labour-Management Committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance and Arbitration procedures established in this Agreement.

ARTICLE 18– GRIEVANCE & ARBITRATION PROCEDURES

18.1 Definition

“*Grievance*” means any difference between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including whether any such matter is arbitrable.

18.2 Step One

The employee may, within ten (10) working days of the circumstance(s) giving rise to the grievance, take up the grievance verbally with Human Resources. If the employee so desires, a Union Steward or other designated Union representative, shall be present during the discussion at this step.

18.3 Step Two

If the grievance is unresolved at Step One, the grievance shall be submitted in writing to the Executive Director or designate. The Executive Director shall meet with the grievor(s) and Union Steward or other representative of the Union within ten (10) working days of receipt of the grievance in an attempt to reach a satisfactory settlement. The response to the grievance must be given in writing within ten (10) days of the meeting.

18.4 Step Three

If the two (2) parties are unable to agree at the second (2nd) step, then within thirty (30) days of receipt of response, the Union will notify the Employer in writing of its intention to take the grievance to Arbitration.

18.5 Single Arbitrator

In the event a grievance is referred to Arbitration, the parties of the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator shall proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitrator shall be final and binding on the parties and upon any employee affected by it. Each party shall pay one-half (1/2) of the fees and expenses of the Single Arbitrator. Expenses will include any disbursements incurred by the Arbitrator during their proceedings.

18.6 Policy Grievance

A grievance submitted by either the Employer or the Union as a Policy grievance or a Wrongful Dismissal Grievance will be heard at Step Two.

18.7 Time Limits

It is understood that any of the time limits referred to in this Article may be extended by mutual agreement between the Union and the Employer. Such mutual agreement will not be unreasonably withheld by either party.

18.8 Powers of the Arbitrator

- a) The Arbitrator may determine their own procedure in accordance with the Labour Relations Code of British Columbia and are encouraged to provide their award within one month of its first meeting. The award shall be final and binding on the Parties.
- b) The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- c) Should the Parties disagree as to the meaning of the Arbitrators decision, either Party may re-submit the matter in dispute to the Arbitrator for clarification.

ARTICLE 19 – GENERAL CONDITIONS

19.1 Discipline and Personnel Records

- a) The Employer shall have the right to discipline, suspend or discharge employees for Just Cause. Discipline shall be in writing and a copy given to the employee at the time of discipline. The Union shall receive written notice of the discharge or discipline of any employee under the provisions of this Article.
- b) An employee will be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee will be entitled to recourse through the grievance procedure.
- c) The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.
- d) An employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Employer. The employee may reply, in writing, to any such reports contained in their file. Such replies shall be removed at the same time as the report responded to is removed.
- e) If more than eighteen (18) months has elapsed from the date a disciplinary letter was issued, such a letter or record of discipline will no longer form part of the employee's discipline record.

19.2 Union Representation at Discipline Meetings

- a) An employee has the right to have a Shop Steward or other Union Representative (Union Officer and/or CUPE National Representative) present at any investigation or disciplinary meeting or in relation to any disciplinary action the Employer may take (warning, suspension, or termination).
- b) Prior to any disciplinary meeting, the Employer will provide notice of such meeting to the employee and the Union, along with the subject of the concerns.
- c) A steward or local union officer shall have the right to consult with a CUPE staff representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

- d) This Article will not apply to workplace discussions that are of an operational nature, and which will not form part of the permanent record.

19.3 Performance Development and Learning

Performance Development and Learning shall continue to be administered in accordance with the BCHC Employee Handbook.

19.4 Travel and Per Diem

Travel and Per Diem Reimbursement Rates shall continue to be administered in accordance with the BCHC Employee Handbook.

19.5 BCHC Human Resource Policies

- a) It is understood that employees are bound by and shall be entitled to all BCHC Human Resource Policies. It is agreed that if BCHC Policies are in conflict with the Collective Agreement, the terms of the Collective Agreement shall prevail.
- b) BCHC agrees not to amend any of the Human Resources Policies without consultation with the Union.
- c) BCHC agrees not to reduce any of the current benefits set out in the BCHC Employee Handbook during the term of the Collective Agreement.
- d) On commencing employment, new employees will be provided an electronic copy of the Collective Agreement, job description, the BCHC Employee Handbook and the name of their Shop Steward.

ARTICLE 20 – TERM AND RENEWAL

20.1 Term

This Agreement shall be in effect from and including, March 24, 2022 to and including March 31, 2024.

At any time within four (4) months immediately preceding the date of expiry of this Agreement or immediately preceding the last day of November in any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

Where the notice is not given by either party, sixty (60) days or more prior to the expiry of the Agreement, both parties shall be deemed to have given notice sixty (60) days prior to the expiry.

20.2 Agreement to Continue

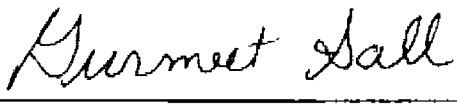
Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other terms of condition of employment) until:

- a) The Union commences strike action; or
- b) The Employer locks out its employees; or
- c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

IN WITNESS WHEREOF the parties have affixed their signatures hereto this
6th day of June, 2022.


**FOR THE EMPLOYER, BC HEALTHY
COMMUNITIES SOCIETY**





**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 374**





SCHEDULE 'A'

Job Titles and Wage Rates – Effective January 1, 2022

CURRENT JOB TITLE	NEW JOB TITLE	WAGE RATE
		Jan. 1, 2022
Communications Manager	Communications Lead	\$73,000.00
Evaluation Specialist	Program Evaluation Lead	\$70,000.00
Community Well-Being & Age-Friendly Specialist	Age-Friendly Community Lead	\$63,000.00
Community Well-Being Specialist/Delivery Lead	Plan H Delivery Lead	\$63,000.00
Grants & Engagement Coordinator	Grant & Engagement Coordinator	\$59,000.00
Active School Travel Coordinator (Pilot program)	Active School Travel Pilot Lead	\$60,000.00
Researcher & Planning Assistant	Research & Planning Assistant	\$50,000.00
Communications Coordinator	Communications Assistant	\$45,000.00

Wage Rates for Interns and Students

- Level 1 – Students working toward their Diploma (\$19-20 per hour)
- Level 2 – Students working toward their Bachelor’s Degree (\$20-22 per hour)
- Level 2 – Students working toward their Masters Degree (\$22-24 per hour)

Effective April 1, 2023 – 3% economic increase to all wages.