

COLLECTIVE AGREEMENT

between

**TERRACE WOMEN'S RESOURCE CENTRE
SOCIETY**



and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2012-01

APRIL 1, 2023 TO MARCH 31, 2025

CUPE

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AGREEMENT BETWEEN:

TERRACE WOMEN'S RESOURCE CENTRE SOCIETY

(hereinafter called the
"Employer") and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2012-01**

(hereinafter called the "Union")

"We thank the Tsimshian people for sharing their unceded ancestral Territories. We acknowledge that we have a responsibility to listen, learn and unlearn, to activate the Truth and Reconciliation Calls to Action".

ARTICLE 1 PREAMBLE

1.01 Purpose of Agreement

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

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

1.02 Future Legislation

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

1.03 Conflict with Regulations

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

1.04 Use of Terms

- (a) Gender neutral terms will be used throughout this Agreement.
- (b) Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

1.05 No Discrimination

The Parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

The Employer and Union agree that there shall be no discrimination with respect to an 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 criminal or summary conviction that is unrelated to the employment of that person.

ARTICLE 2 DEFINITIONS

2.01 Employees

- (a) A regular fulltime employee is an employee who is appointed to a fulltime position and is regularly scheduled to work fulltime. These employees are entitled to all benefits outlined in this Collective Agreement.
- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting fulltime employment. A regular part-time employee is entitled to all benefits of this Agreement on a prorated basis except as provided for in Article 26 (Health and Welfare Benefits).
- (c) **A casual employee is employed on an "on call" relief basis to cover absences of regular employees, and for short term temporary workload, on the following terms:**

The Employer will attempt to maximize regular employee's hours prior to offering hours to a Casual Employee. Regular employee's may be offered the hours in circumstances such as where the hours do not conflict with the regular employee's schedule, where they are properly qualified to do the work, and where overtime would not be incurred.

i. Seniority

- 1) Casual employees will accumulate seniority retroactive to their start date after having worked two hundred and ten (210) hours. Seniority will accumulate on the basis of all hours paid, including the hours paid for Union business. The Employer will maintain a seniority list of casual employees which will be supplied every two (2) months to the Union and posted on all Union bulletin boards.**

ii. Casual Call In Procedures

- 1) Qualified casual employees will be offered work assignments on a rotational basis.**

2) The Employer will keep appropriate records, including the date, time, position, and location of the vacancy; the date and time of the offer of work; the name of person offering the work; the names of employees offered the work; and if employee accepts, declines, or doesn't respond to the offer. The Employer will make these records available in the event of a dispute.

iii. Paid Holidays and Vacation for Casual Employees

Casual employees will receive 11% of their straight time pay in lieu of scheduled vacations and paid holidays (effective first pay period following ratification).

iv. Statutory Holidays

A casual employee who works on a designated holiday will be compensated at time and one-half (1½) times their hourly wage rate for all hours worked on the holiday.

v. Application of Agreement to Casual Employees

The following provisions of the Collective Agreement do not apply to casual employees:

Layoff and Recall

Holidays

Annual Vacations

Sick Leave (other than provided for by Employment Standards Act of British Columbia)

Special and Other Leaves

Health and Welfare Benefits

Municipal Pension Plan

vi. Use of Technology

1) The Employer may offer work assignments to all eligible employees on the call-in lists by use of technology, such as text messaging and electronic scheduling programs that allow for automation and/or for all employees on call-in lists to be contacted at the same time.

2) The Employer will discuss their intention to introduce technology for call in procedures with the Union.

3) To support the transition to using a new process or to introduce technology, the Employer will clearly outline the process with employees prior to implementation.

4) To the extent necessary, the Parties will meet to negotiate amendments to the local issues MOA to achieve consistency in terms with newly introduced technologies.

vii. Absences

Employees who accept work assignments offered must work those assignments except where they have a valid reason for absence (for example and not limited to illness, injury, emergency or other reasonable circumstance) and will notify the Employer of such absence as soon as possible prior to the start of their shift.

viii. Minimum Availability

In order for a casual employee to maintain employment, the casual employee shall work a minimum of two hundred (200) hours over any fixed twelve (12) month period, or a lower minimum number of hours as agreed between the Employer and employee in writing, and copied to the Union, which may void such an agreement. A casual employee shall be exempted from this requirement where the Employer has not offered the casual employee the minimum number of hours over the fixed twelve (12) month period.

(d) "Term Employees" are employees hired for a specified period of time, not to exceed one (1) year, after which their employment would end. Term employees are hired for specific projects and may be used to cover Maternity and/or Parental for a period not to exceed eighteen (18) months. The end date of the term serves as notice of layoff, and no other notice is required. This end date may be modified with at least two (2) weeks' notice. Such employees shall be members of the Union and will be considered casual employees, however, they will receive the following additional benefits under the Collective Agreement:

- Dental and Extended Health Plan benefit coverage following completion of the eligibility period.
- Paid Holidays as per Article 2.01 (Employees) and Article 16 (Holidays).
- Vacation entitlements as per Article 2.01 (Employees) and Article 17 (Annual Vacations).

Wage rates other than those currently established in Article 27 (Pay Scale) shall be subject to the mutual agreement between the Parties.

If the term continues past one (1) year (or in the case of Maternity/Parental Leave, eighteen (18) months), the Parties may agree to extend the position for a further period of up to one (1) year. If the term continues into a third (3rd) year, the position shall be posted as a regular status position under Article 23.01 (Job Postings).

- (e) A "Student Employee" shall be considered a casual employee. Student employees shall be paid a rate of one dollar (\$1.00) per hour above the minimum wage as stated in the Employment Standards Act of British Columbia.**

Vacation and statutory holiday pay shall be paid out every pay period at rates set out in the Employment Standards Act of British Columbia.

During the school year, the amount of hours worked by a Student employee in any given week shall not exceed fifteen (15) hours and the shift a student employee works will not exceed four (4) hours, except on weekends. Outside of the school year, the hours of work will not be so limited.

Student workers shall not replace any other employee.

2.02

Other Definitions

- (a) "Classification" defined for the purposes of the Collective Agreement as those classifications listed in Article 27 (Pay Scale). Each regular employee will be assigned to a classification.**
- (b) "Common Law Spouse" and "Common Law Partner" means two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.**
- (c) "Day" is a calendar day, unless otherwise noted.**
- (d) "Gender Identity" means a person's concept of self that may be different than their birth assigned sex and related physical characteristics, societal attitudes and expectations.**
- (e) "Ability" includes the ability to interact effectively with clients.**
- (f) "Union" means the Union that represents the employees in the certification.**
- (g) "Indigenous" means those who are First Nations, Inuit and Métis peoples of Canada."**

ARTICLE 3 UNION RECOGNITION AND RIGHTS

3.01 Bargaining Unit Defined

The bargaining unit shall be comprised of all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the Parties or by the Labour Relations Code.

3.02 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by the certification.

3.03 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be sent to the **Shop Steward** 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 covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the **Shop Steward** of the Union or designate.

3.04 No Other Agreement

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

3.05 No Discrimination for Union Activity

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

3.06 Recognition and Right of Stewards

- (a) The Employer recognizes the Union's right to select Stewards to represent employees. The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward, before the Employer shall be required to recognize them.
- (b) A Steward, or their alternate, must obtain the agreement of their immediate co-workers and notify the Employer before leaving work to perform their duties as a Steward. Leave for this purpose shall be without loss of pay.
- (c) Where the shop Steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.

- (d) The duties of Stewards shall include:
- (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee that the Steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
 - (5) attending meetings called by the Employer.

3.07 Union Meetings

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

3.08 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the affairs of the Union.

3.09 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer, Union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

3.10 Time Off for Union Business

Leave of absence without loss of seniority shall be granted:

- (1) **With pay** when an Employee is required to leave their employment temporarily to:
- a. Sit on a Union and/or Employer Occupational Health and Safety Committee;
 - b. Sit on Joint Labour Management Committee;
 - c. Prepare for negotiations;
 - d. Carry out negotiations with the employer;
 - e. To Represent a member in meetings with the employer and/or as part of the grievance procedure;

- f. When an Employee is designated by the Employer to participate on an interview panel.
- (2) **Without pay** upon request to the Employer to:
- a. Attend Union meetings, workshops, conferences, and/or conventions of the Union, or to any bodies to which the Union is affiliated.
 - b. Two (2) weeks' written notice shall be given to the Employer for this request.
 - c. The Employer shall continue to pay the Employee with reimbursement to the Employer from the Union. **The Employer shall submit the invoice for wages plus benefits to the Secretary-Treasurer of CUPE Local 2012. Every attempt will be made to ensure that invoices are paid within twenty-eight (28) days of receipt.**
 - d. Such request shall not be unreasonably denied. Any denial of leave shall be provided in writing with reason.

3.11 Right to Refuse to Cross Picket Lines

An employee covered by this Agreement shall have the right to refuse to cross a picket line.

3.12 Labour Relations code

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

ARTICLE 4 UNION SECURITY

All Employees hired on or after the date of certification shall, as a condition of employment, become members of the Union, and maintain such membership, upon hire.

ARTICLE 5 CHECK-OFF OF UNION DUES

The Employer shall, as a condition of employment, deduct from the gross **wages** of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

The Employer shall deduct from the gross **wages** of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted. All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

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

From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.

An employee shall, as a condition of continued employment, have deducted from their gross monthly wages the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 6 **EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

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, and location of the new employee's Union representative in the letter of hiring.

The Employer will notify the Union representative of new employees and of their primary work location within ten (10) days of the start date of the new employee. The Employer agrees that a Union Steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for one (1) hour sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 **EMPLOYER'S RIGHTS**

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

ARTICLE 8 EMPLOYER/UNION RELATIONS

8.01 Representation

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

8.02 Union Representatives

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 shall notify the designated Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available to Union representatives or Stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

8.03 Labour Management Committee

- (a) There shall be established a Labour/Management Committee composed of two (2) Union representatives and two (2) Employer representatives. This Committee may call upon additional persons for technical information or advice. This shall include the assistance of the CUPE National Representative assigned by CUPE to the Local Union. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (b) The Committee shall meet at the call of either Party at a mutually agreeable time and place, at least once per year. Employees shall not suffer any loss of basic pay for time spent on this Committee. Additional meetings shall be held at the request of either Party. **There shall be an agenda circulated between the Parties at least two (2) weeks prior to the meeting to provide opportunity for the Parties to add their respective items.**
- (c) An Employer representative and a Union representative shall alternate in presiding over meetings. Minutes of each meeting of the committee shall be prepared by the Employer and approved by an Employer and Union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer within three (3) working days.

- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - (2) correcting conditions causing grievances and misunderstanding.

8.04 Technical Information

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- (b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 9 GRIEVANCES

9.01 Grievance Procedure

Working days include weekdays and exclude Saturdays, Sundays, and Holidays.

The Employer and the Union agree that disputes arising from:

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

shall be resolved in accordance with the following procedures.

9.02 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute between the Parties. The aggrieved employee shall have the right to have a Shop Steward, CUPE Staff Representative or a Union representative of their choice present at such a discussion.

If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union Steward, to Step 2 of the grievance procedure.

9.03 **Step 2**

The Union may advance a grievance to Step 2 of the Grievance Procedure, to the Employers representative, within twenty (20) working days of which the Union was:

- (a) notified orally or in writing of the denial of the grievance at Step 1; or
- (b) first aware of the action or circumstances giving rise to the grievance.

Grievances at Step 2 of the Grievance Procedure must be submitted in writing on the CUPE Grievance form. **The grievance will:**

- (a) set out the nature of the grievance and the circumstances from which it arose; and**
- (b) state the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required.**

The Employer will provide a written notification to the Union that the Grievance has been received.

A meeting shall be arranged by the Employer, at a time agreed to by both Parties within five (5) working days of the Employer receiving the written Grievance.

The Employer will respond to the Union, in writing, within five (5) days of the Step 2 meeting between the Union and the Employer.

9.04 **Step 3**

The Union may advance a grievance to Step 3 of the Grievance Procedure, to the Employer's representative, within ten (10) working days of:

- (a) which the Union was notified in writing of the denial of the grievance at Step 2; or
- (b) the date of the Step 2 meeting with the Employer representative.

Grievances at Step 3 of the Grievance Procedure must be submitted in writing on the CUPE Grievance form. The Employer will provide a written notification to the Union that the Grievance has been received.

A meeting shall be arranged by the Employer, at a time agreed to by both Parties within five (5) working days of the Employer receiving the Step 3 Grievance.

The Employer will respond to the Union, in writing, within five (5) days of the Step 3 meeting between the Union and the Employer.

9.05 **Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10 (Arbitration), the Unit Chair, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's reply at Step 3 has been received;
- or

(b) thirty (30) days after the Employer's reply was due.

9.06 Failure to Act

If the Unit Chair, or 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 shall not be deemed to have prejudiced its position on any future grievance.

9.07 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked, and it shall 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 shall be by priority courier or email.

9.08 Dismissal or Suspension Grievance

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

9.09 Deviation from Grievance Procedure

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

9.10 Policy Grievance

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

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

9.11 Technical Objections to Grievances

It is the intent of both Parties of this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to 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.

9.12 Management Grievances

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

9.13 Indigenous Alternative Dispute Resolution Process

An employee, with mutual consent of the Employer may have their grievance heard through an Indigenous alternate dispute resolution process. Where Parties have been unable to come to an agreement in respect to the interpretation, application, implementation or operation of this agreement, the Indigenous alternate dispute resolution process may be commenced at any one of the steps of the grievance procedure by mutual agreement of the Parties.

The Indigenous alternate dispute resolution process is a flexible, inclusive process intended to facilitate the peaceful, respectful resolution of disagreements between Parties to this Collective Agreement. It is intended to be a guiding process to assist people with relating in harmony, for example, the Indigenous alternate dispute resolution process could include an Elder's council or peacemaking circle.

Recommendations to resolve the difference, made through the Indigenous alternative dispute resolution process are, without prejudice. As part of the Indigenous alternate dispute resolution process the Parties, including the Union, will be notified of the outcome.

Where the recommendations are unacceptable, either Party may then advance the grievance to the next step of the grievance procedure. Time limits will be extended by the time taken through the Indigenous alternate dispute resolution process to make written recommendations to resolve the difference. The Parties agree that the hearing of the grievance through an Indigenous alternate dispute resolution process shall take place within thirty (30) days of the request.

As with arbitrations, each Party will pay one half (1/2) of the costs associated with the Indigenous alternate dispute resolution process.

ARTICLE 10 ARBITRATION

10.01 Notification

Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other Party within thirty (30) days of the receipt of the reply at Step 3, that the grievance is to be submitted to arbitration. Such notice shall be by priority courier or by facsimile.

10.02 Appointment of the Arbitrator

Where a Party has requested that a grievance be submitted to arbitration, a mutually agreeable Arbitrator shall be selected.

10.03 Board Procedure

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

10.04 Decision of Arbitrator

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

10.05 Disagreement of Decision

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

10.06 Expenses of Arbitrator

Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

10.07 Amending Time Limits

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

10.08 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses.

All reasonable arrangements will be made to permit the concerned Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.09 Expedited Arbitration

- (a) The Parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of twenty (20) workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a Party intends to raise a preliminary objection;
 - (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter. All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) A grievance determined by either Party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.2.
- (g) The Parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 11 DISMISSAL, SUSPENSION AND DISCIPLINE

11.01 Procedure

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

11.02 Dismissal and Suspension

- (a) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present. A copy of the written notice of suspension or dismissal shall be forwarded to the Unit Chair of the Union or the designated Staff Representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 11.02 (a) above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

11.03 Burden of Proof

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

11.04 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.
- (d) Any such document, other than official evaluation reports, shall be removed from the employee's file, **and shall not be relied upon by the Employer for further discipline**, after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. **Where an employee takes a consecutive paid or unpaid leave of absence that in total exceeds two (2) months within the eighteen (18) month period, the eighteen (18) month period may be extended up to the period of time in excess of two (2) months. Approved vacation and maternity and parental leaves are the exceptions that will not count toward the two (2) month threshold.**

- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.05 Personnel File

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

11.06 Right to Have Union Representative Present

- (a) An employee shall have the right to have their Steward present at any discussion with the Employer which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview. The employer shall advise the employee of their right to have a Shop Steward present at the interview.
- (b) A Steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any interview which might be the basis of disciplinary action against the Steward, providing that this does not result in an undue delay of the interview.

11.07 Abandonment of Position

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

11.08

Probation

- (a) 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 shall not be considered a dismissal for the purpose of Article 11.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all employees shall be **four hundred and twenty (420) hours** worked. Notwithstanding the foregoing, the probationary period shall not exceed six (6) calendar months.
- (c) The employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months.
- (d) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this Agreement, commencing at Step 3.

11.09

Employee Investigations

- (a) The Parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "without prejudice" basis and shall not be referred to by either Party in any third-Party proceedings.
- (c) The Employer will notify the Union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to Union representation at such an interview.

ARTICLE 12 SENIORITY

12.01 Seniority Defined

(a) Seniority **for all employees shall be measured on the basis of all hours paid at the Employer, plus all regularly scheduled hours not worked due to approved maternity/parental leaves and WorkSafe BC wage loss replacement leaves.**

(b) Movement Between Agencies

When an employee who was employed by one (1) Employer and is subsequently employed by another Employer as a result of a merger, the employee shall be credited with seniority in accordance with the following:

(1) Where the two (2) Employers have a similar method of calculating seniority each employee moving from one (1) agency to another shall be credited with their seniority.

(2) Where the Employers have a different method of calculating seniority, the employee shall have their seniority calculated by their current Employer using the methodology of the new Employer.

12.02 Seniority List

The Employer will prepare and provide to the Union once every twelve (12) months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification;
- (4) employee's rate of pay.

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

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

12.03 Loss of Seniority

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

- (a) they are discharged for just cause;
- (b) subject to Article 12.5, they voluntarily terminate their employment or abandons their position, as per Article 11.7 (Abandonment of Position);
- (c) they are on layoff for more than two (2) years;

- (d) upon being notified by the Employer by priority courier at their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall with fourteen (14) days of receipt of the recall notice. After contacting the Employer, employees shall have up to fourteen (14) days to return to work.

12.04 Re-employment

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

12.05 Bridging of Service

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

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probation period on re-employment.

ARTICLE 13 LAYOFF AND RECALL

13.01 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 (4) hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

13.02 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 Article 13.3, the Employer shall canvass employees in order to invite:

- (1) early retirement; or
- (2) other voluntary options, as agreed to by the Union and the Employer.

Where more than one (1) employee expresses interest in one (1) of the above options, they shall 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 fourteen (14) 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.

13.03 Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority with the program. Layoff notice shall include a current list of positions available to bump under Article 13.4.

13.04 Bumping

- (a) The Employer will identify the date that the layoff will begin.
- (b) A laid off employee can choose:
 - (1) to be placed on the recall list with no loss of seniority; or
 - (2) to bump any employee with less seniority if they are qualified to perform the work.

Subsequent employees affected by bumping may choose to bump the least senior employee whose hours are, firstly, up to four (4) hours more or less than the employee's and secondly, within the next or a subsequent four (4) hour time band provided they are qualified to satisfactorily perform the work.

- (c) An employee must exercise their bumping rights within seven (7) days of receiving a notice of layoff by providing written notice to the designate of the Board.

13.05 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier. Employees must accept recall within fourteen (14) days of receipt of the priority courier. Employees shall have fourteen (14) days after accepting recall to return to work.
- (b) The recall period shall be two (2) years.

- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.06 Advance Notice

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

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

13.07 Grievance on Layoffs and Recalls

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

ARTICLE 14 HOURS OF WORK

14.01 Definitions

For the purpose of this Article, "day" means a twenty-four (24) hours period commencing at 00:01 hours, and "week" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

14.02 Hours of Work

- (a) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Union and the Employer **or by virtue of Article 14.02(d)(2)(iii) (Flextime)**.
- (b) All Employees shall be subject to emergency call out. An Employee called out for emergency work outside of their regular working hours shall be paid a minimum of two (2) hours pay at overtime rates. Calls within two (2) hours of each other shall be considered one (1) callout.
- (c) **Fulltime Hours**

The hours of work of a fulltime employee shall be between seven (7) and eight (8) hours per day, and between thirty-five (35) and forty (40) hours per week, respectively, as established for a particular program. The fulltime equivalent (FTE) for regular parttime employees shall be determined on the basis of fulltime hours of work in the same program.

(d) Modified Work Week

- (1) Individual employees may work a modified work week arrangement in accordance with this Article.
- (2) **Three (3)** types of modified work week arrangements may be worked under this Article:
 - i. An employee's regular shift starting and stopping times may be varied, provided that the employee must work a minimum of seven (7) consecutive hours on each workday, as applicable.
 - ii. **Upon agreement with the Union, an employee's regular work week may be reduced to four (4) consecutive days, provided that the balance of shifts in that week are increased in length so that the employee still works thirty-five (35) hours in that week ("Extended Work Day").**
 - iii. **Flextime**

(a) An employee, or group of employees, may be given authority by the Employer within established parameters to:

1. **Choose their starting and finishing times, and days off; and**
2. **Choose their length of workday up to a stated maximum number of hours.**

Employees working flextime must work the required number of hours in their job posting in each year, and in each averaging period.

(b) An employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for the basic number of daily hours as set out in the job posting, unless fewer daily hours are remaining in the employee's averaging period, in which case the fewer number of hours will be deemed to be the hours of absence.

(For example, if the averaging period is two (2) pay periods, and an employee who works a seventy (70) hour pay period has already completed one hundred thirty-five (135) hours of work and is subsequently sick for a seven (7) hour shift, only five (5) hours of sick leave shall be used in order not to exceed the maximum of one hundred and forty (140) hours in the averaging period.)

(c) The averaging period for employees on flextime will be two (2) pay periods.

- (d) **The workday for those employees on flextime will not exceed twelve (12) hours and may include split shifts as determined by the employee.**
- (3) **There must be no added costs to the Employer as a result of any such arrangement, and service to the public must not be negatively affected.**
- (4) The length of meal breaks, and coffee breaks are to be strictly adhered to, as set out in the Collective Agreement.
- (5) Applications for **an Extended Work Day** shall be granted at the discretion of the Employer and an application shall not be unreasonably denied provided the conditions under point 3 will be met. The Employer and the Union may cancel any particular **Extended Work Day** arrangement upon two (2) weeks written notice to the applicable employee and the other Party. In the event the Employer cancels **an Extended Work Day** arrangement because the conditions under Point 3 are not being met, such decision shall not be grievable.
- (6) It is understood by the Parties that the guiding principles of a modified work week are to ensure that the employee(s) working these shifts receive no greater nor lesser benefits than what they would have received working "regular" work hours/week.

14.03

Rest Periods

- (a) Rest periods shall be taken without loss of pay to the employees.
- (b) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period.
- (c) Employees working a shift of three and one-half (3 ½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift.
- (d) Due to the needs of the clients, an employee may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

14.04

Meal Periods

- (a) Meal periods shall be taken as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) An employee shall be entitled to take their meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight time including the accrual of all benefits of the Collective Agreement.

- (c) Where an employee is required to be away from the worksite for a meal, the employee will be reimbursed **as per Article 25.04 (Meal Allowance)**.

14.05 Staff Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay.

14.06 Conversion of Hours

Where an employee's regular scheduled workday is greater than seven (7) hours, special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave shall be converted to hours on the basis of the normal fulltime daily hours of work and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 OVERTIME

15.01 Definitions

- (a) "Overtime" means work authorized by the Employer and performed by an employee in excess of:
- (1) the scheduled daily **or weekly** hours of a fulltime employee **as defined in Article 14.02(c) (Fulltime Hours)**;
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging periods.
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one (1) and one-half (½) times the straight- time rate.
- (d) "Double time" means twice the straight-time rate.
- (e) "Double time and one-half" means two (2) and one-half (½) times the straight-time rate.

15.02 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

15.03 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours, or who are requested to work on their scheduled day of rest, shall be paid:

- (a) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday; and
- (b) double time for hours worked in excess of the two (2) hours referred in (a) above;
- (c) double time for all hours worked on a scheduled day of rest.

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

An employee may choose to receive equivalent compensatory time off in lieu of overtime. Time off shall be scheduled at a mutually agreeable time.

15.04 No Layoff to Compensate for Overtime

Employees shall not be required to be laid off during regular hours to equalize any overtime worked.

15.05 Right to Refuse Overtime

(a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

(b) When an employee is required to work overtime, the Employer shall pay for any dependent care expenses incurred by the employee. Such expenses are to be the dependent care expenses normally paid by the employee.

15.06 Overtime for Part-time Employees

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

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

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

15.07 Authorization and Application of Overtime

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

Employees working in more than one (1) program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

ARTICLE 16 HOLIDAYS

16.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	National Indigenous People's Day	Thanksgiving Day
Family Day	British Columbia Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Day of Truth and Reconciliation	Boxing Day
Victoria Day		

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

16.02 Holiday Falling on Saturday or Sunday

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

16.03 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, a lieu day off with pay on the first regularly scheduled workday following the day of rest **will be scheduled, where possible**. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned.

16.04 Holiday Falling on a Workday

An employee who is required to work a designated holiday shall be compensated at time and one-half (1½) for the hours worked and **be provided with equivalent time off with pay in lieu of working the holiday**. The lieu day shall be scheduled by mutual agreement or where the Employer and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned or where the Employer and the employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation.

16.05 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 shall not count as a day of vacation.

16.06

Accommodation of Spiritual or Cultural Observances

The Employer agrees to make every reasonable effort to accommodate an employee in order for them to attend or participate in spiritual or cultural observances required by their faith and/or culture. An employee shall have the option of working Boxing Day and Easter Monday if their worksite is open, in exchange for two (2) paid days off to observe **spiritual or cultural observances** other than those referenced in Article 16.01 (**Paid Holidays**). Employees exercising this option shall not be entitled to compensation pursuant to Article 16.04 (**Holiday Falling on a Workday**) on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two (2) days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

16.07

Other Observances

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

ARTICLE 17 ANNUAL VACATIONS

17.01

Annual Vacation Entitlement (Pro-rated for part-time employees)

The Employer's current practice with respect to earning vacation and the vacation year shall be maintained. The vacation year is from April 1st to March 31st.

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

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation days:

(1) One (1) year's continuous service	fifteen (15) workdays
(2) Two (2) year's continuous service	fifteen (15) workdays
(3) Three (3) year's continuous service	sixteen (16) workdays
(4) Four (4) year's continuous service	seventeen (17) workdays
(5) Five (5) year's continuous service	eighteen (18) workdays
(6) Six (6) year's continuous service	nineteen (19) workdays
(7) Seven (7) year's continuous service	twenty-two (22) workdays
(8) Eight (8) year's continuous service	twenty-three (23) workdays

(9) Nine (9) year's continuous service	twenty-four (24) workdays
(10) Ten (10) year's continuous service	twenty-five (25) workdays
(11) Eleven (11) year's continuous service	twenty-six (26) workdays
(12) Twelve (12) year's continuous service	twenty-seven (27) workdays
(13) Thirteen (13) year's continuous service	twenty-eight (28) workdays
(14) Fourteen (14) year's continuous service	twenty-nine (29) workdays
(15) Fifteen (15) year's continuous service	thirty (30) workdays
(16) Sixteen (16) year's continuous service	thirty-one (31) workdays
(17) Seventeen (17) year's continuous service	thirty-two (32) workdays
(18) Eighteen (18) year's continuous service	thirty-three (33) workdays
(19) Nineteen (19) year's continuous service	thirty-four (34) workdays
(20) Twenty (20) year's continuous service	thirty-five (35) workdays

- (c) Annual vacation entitlement shall be adjusted for any unpaid leaves of absence in excess of twenty (20) days per year in accordance with Article 19.07 (Benefits while on Unpaid Leaves of Absences).

17.02 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority within each programme/worksites.
- (b) An employee shall be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the employee's first choice of a vacation period. Seniority shall prevail in the second vacation period, but only after all other "first choice" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

Regular vacations shall have priority over vacation time carried over under the provisions of Article 17.04.

17.03 Vacation Pay

Upon fourteen (14) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular pay cheque issued during the vacation period.

17.04 Vacation Carry Over

- (a) A regular employee may carry over up to five (5) days' vacation leave per year; except that such vacation carryover shall not exceed ten (10) days at any time. An employee shall not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not scheduled or designated for carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

17.05 Vacation Schedules

(a) Employees shall submit their vacation requests to the **supervisor or manager, with final approval to be granted by the Executive Director**, on or before:

- (1) March 1st for the period April 1st to September 30th and
- (2) August 1st for the period October 1st to March 31st.

The Employer shall approve the vacation schedules within two (2) weeks of the closing dates for vacation requests.

(b) An employee who does not exercise their seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

17.06 Vacation Schedule Changes

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

17.07 Vacation Pay Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 17.01.

17.08 Vacation Credits Upon Death

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

17.09 Approved Leave of Absence with Pay During Vacation

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this section shall only apply when the period of illness or injury is in excess of two (2) days and a note from a qualified medical practitioner may be required.

The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

17.10 Vacation Interruption

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by herself, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.

- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

17.11 Banked Vacation

Once every five (5) years an employee may bank one (1) full year's vacation to be taken in conjunction with the next year's vacation. For the purpose of this clause, all vacation in the second year must be taken concurrently. **Approval for banked vacation will be based on the functional needs of the Centre and will not be unreasonably denied.**

17.12 Prime Time Vacation Period

Subject to the provisions of this Article, is the intent of the Parties that no employee shall be restricted in the time of year they choose to take their vacation. The Employer will make every effort to allow employees to take their vacation during the period of April 15th to October 15th inclusive, which shall be defined as the prime-time vacation period.

ARTICLE 18 SICK LEAVE

18.01 Sick Leave Credits (Pro-rated for part-time employees)

- (a) Premium reduction

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

- (b) Sick Leave Credits

All employees, whether regular or casual status, after ninety (90) consecutive days of employment shall be entitled to paid sick leave, in accordance with the Illness or Injury Leave provisions of the Employment Standards Act. The Act currently prescribes by Regulation up to five (5) days in each calendar year.

Additional sick leave may follow for regular status employees provided that the regular status employee has met all the eligibility and entitlement requirements under this Article. The sick leave benefits in this Article will be adjusted to be inclusive of any period of leave taken in the paragraph above (i.e.: sick credits earned will be reduced by any period of sick leave taken in each calendar year).

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one (1) day per month to a maximum of one hundred and fifty-six (156) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date, **although the employee would be entitled to paid sick leave in accordance with paragraph 1**

above after ninety (90) consecutive days of employment. Upon request, an employee shall be advised in writing of the balance of their sick leave credits.

- (c) Each sick leave day shall be compensated at one hundred percent. (100%) of the employee's regular rate of pay.
- (d) Employees who have more than sixteen (16) days of sick time credits accumulated shall be permitted to draw up to three (3) days per year from their accumulated sick leave to be used as casual days off with pay. These days will be scheduled with mutual agreement of the Parties.
- (e) All sick leave credits are cancelled when an employee's employment is terminated.
- (f) When an employee is on a paid or unpaid sick leave, they shall not accumulate sick leave credits for the period of time that they are absent. Such employees shall retain any sick leave credits which they have already accumulated to that point.

18.02 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of their return to duty in advance of that date.

18.03 Medical/Dental Appointments

- (a) When medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted in accordance with Article 18.1 (c).
- (b) Where an employee's qualified medical practitioner refers the employee to a Specialist, then any necessary travel time, to a maximum of **four (4) working days where necessary**, for the employee to visit such Specialist, shall be granted in accordance with Article 18.01 (c).

18.04 WorkSafe BC Benefit

- (a) All employees shall be covered by the *Workers' Compensation Act*. An employee prevented from performing their regular work with the Terrace Women's Resource Centre on account of an occupational accident that is covered by the *Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their last rate of pay. Pending settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement up to the limit of their accrued sick leave, and upon acceptance of the claim by the Workers' Compensation Board, the sick leave benefit shall be restored to the employee and the Employer shall continue to pay the difference between the amount payable by the Workers' Compensation Board and the employee's last rate of pay. In order to continue receiving their regular

salary, the employee shall assign their compensation cheque to the Terrace Women's Resource Centre. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form. This will result in No Loss and No Gain for the Employee.

- (b) An employee will be entitled to use accrued sick leave credits while waiting for WorkSafe BC benefits to be approved. An employee shall reimburse the Employer for any sick leave paid to them at such time as WorkSafe BC benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

ARTICLE 19 SPECIAL AND OTHER LEAVES (Pro-rated for part-time employees)

19.01 Compassionate Leave

- (a) Compassionate leave of absence of up to five (5) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's family. Members of the employee's immediate family are defined as their spouse (includes common-law), sons, daughters, mother, father, grandparents, grandchildren, brothers, sisters, legal guardians, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, mother-in-law and father-in-law. This definition shall include stepfamilies. Up to an additional two (2) days without loss of pay may be taken associated with travel.
- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the compassionate leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits shall be restored.
- (d) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee shall be entitled to leave for up to one (1) day for the purpose of attending the funeral or other ceremonial occasion.
- (e) Leave of absence of up to five (5) days with pay shall be granted to a regular employee for the marriage of the employee.
- (f) Leave of absence of up to five (5) days with pay shall be granted to a regular employee for 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.
- (g) A regular employee is entitled to up to five (5) days of paid leave during

each employment year to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care, or
- (2) the care or health of any other member of the employee's immediate family.

19.02 Special Leave

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave without pay to a maximum of ten (10) days per year. Special leave will be approved at the Director's discretion.

19.03 Full-time Union or Public Duties

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

- (a) for employees to seek election to a public office, for a maximum period of ninety (90) days;
- (b) for employees selected for a paid position with the Union or any body to which the Union is affiliated for a period of up to one (1) year and shall be renewed upon request of the Union;
- (c) for the employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to a full-time position of the Union or any body to which the Union is affiliated, the leave shall be for the period of the term and shall be renewed upon request of the Union;
- (e) for an employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

19.04 Leave for Court Appearances

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

19.05 Elections

Any employee eligible to vote in a federal, provincial, municipal, First Nations or other Aboriginal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

19.06 General Leave

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

19.07 Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) workdays **(one (1) month for part time employees)** in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) workdays **(one (1) month for part time employees)** in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost **(or pro-rated cost – see below)** of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totaling up to twenty (20) working days **(one (1) month for part time employees)** in any year shall continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days **(one (1) month for part time employees)** in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave but shall accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

Payment of benefit premiums will be prorated for partial months.

19.08 Cultural Leave for Indigenous Employees

The Parties agree that Advancing Reconciliation and following up on the Truth and Reconciliation Calls to Action is a priority. Indigenous employees have a right to manifest, practice, develop and teach their spiritual and religious traditions, customs and ceremonies and may require leave from work to exercise these rights.

Definitions:

A ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employees culture. Examples of significant cultural events include, but are not limited to, Hobiye, Pow-wows, Sundance, participation in a sweat lodge, coming of age events, feasts or ceremonies held following a significant family event including the death of a family member).

- (a) Advancing Reconciliation and following up on the Truth and Reconciliation Calls to Action, an Indigenous employee may request up to two (s) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. Where such leave is requested, the leave shall not be unreasonably denied. Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 19.01 (Compassionate Leave).**
- (b) Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ceremonial event, the Employer will grant up to an additional two (2) days of paid leave per year based on an employee taking an equal number of unpaid leave days under Article 19.02 (Special Leave), and the employee provides sufficient information of the responsibility or obligation in relation to the spiritual/ceremonial event.**
- (c) Where an Indigenous employee requires more than the days of leave as set out in this article for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, an employee may draw from their available vacation and overtime banks, as applicable.**

When requesting the leave, particularly for annual or recurring ceremonial, cultural, or spiritual events, the employee will provide as much advance notice to the Employer as possible.

ARTICLE 20 MATERNITY AND PARENTAL LEAVE (Pro-rated for part-time employees)

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the employer in writing of the length of leave intended to be taken.

Each employee who wished to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

20.01 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than **thirteen (13)** weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 20.1 (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer shall, 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.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

20.02 Parental Leave

- (1) An employee who requests leave is entitled to:
 - (a) for a parent who takes leave under Article 20.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the Employer and employee agree otherwise, immediately after the end of the leave taken under Article 20.01,
 - (b) for a parent, other than an adopting parent, who does not take leave under Article 20.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and
 - (c) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy- eight (78) weeks after the child or children are placed with the parent.

- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this Article is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
 - (a) be given in writing to the Employer,
 - (b) if the request is for leave under Article 20.02 (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Article 20.01 and Article 20.02 is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 20.01(f) or 20.02(2).
- (5) In the case where two employees of the Terrace Women's Resource Centre apply for leave of the same child, Parental leave maximum of seventy-eight (78) weeks will be shared between them.

20.03 Leave without Pay

All leave taken under Article 20 is leave without pay.

20.04 Return from Leave

- (a) On return from leave, an employee shall be placed in their former position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 20.01 or 20.02.

20.05 Benefit Plan

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

20.06 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority they have accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which their leave commenced if a written letter with return dates for re-employment is not made within one (1) month prior to the expiration of the leave or if they do not return to work after having requested re-employment.

20.07 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.

20.08 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year.

An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.

An employee on extended childcare leave shall provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended childcare leave, an employee shall be placed in their former position.

ARTICLE 21 SAFETY AND HEALTH

21.01 Conditions

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

21.02 Working Environment

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

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

21.03 Joint Safety and Health Committee

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The committee will meet as per WorkSafe BC regulation, to deal with urgent situations, at the call of either Party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.

- (c) Committee membership shall be as follows:
The Committee shall be comprised of a minimum of one (1) member appointed by the Union and one (1) member appointed by the Employer. There shall be equal representation.
- (d) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this Committee. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight time pay.
- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the Union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a Union sponsored Workplace Health and Safety Training course.
- (g) Each Union Committee member is entitled to an annual educational leave totaling eight (8) hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the WorkSafeBC.

21.04 Unsafe Work

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

21.05 Workplace Violence/Aggressive Conduct

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

The Employer shall 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 shall be informed of specific instruction on the approach to be taken when providing services.

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

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the Parties will meet as soon as possible to determine remedies up to and including transfer.

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 the Workers' Compensation Board.

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

21.06 Injury Pay Provision

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

21.07 Transportation of Accident Victims

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

21.08 Employee Check-In

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

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

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

21.09 Communicable Diseases and Parasitic Infestations

The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possession of a person with a communicable disease or parasitic infestations.

ARTICLE 22 TRAINING

22.01 Education Leave, Conferences, and Professional Development - Employee Requested

An Employee may be granted leave without pay, with pay, or leave with partial pay; to take work related courses in which the employee wishes to enroll to acquire the skills necessary to enhance opportunities. Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner. Where leave with pay or partial pay has been granted, the following shall apply:

- (a) Where management has approved an employee's enrolment in any applicable courses, subject to operational requirements, then such employee shall be granted leave to a maximum of one (1) week with regular pay to attend such courses. **For clarity, every effort will be made to schedule travel time to and from the courses during the employee's regular schedule. If this is not possible, travel time will be paid at the employee's straight time rate to a maximum of seven (7) hours in a day. No further compensation will be provided under any other provision of this Collective Agreement.**
- (b) In order to promote training, the Employer will, if enrolment in the program has been approved by the Employer, pay the cost of each course. Each course will be paid for after successful completion. Employees shall be reimbursed to a maximum of one (1) program per year.
- (c) If an employee who has had the cost of a course reimbursed under this article leaves the employment of the Terrace Women's Resource Centre voluntarily, within twelve (12) months of having been reimbursed, they will repay the Employer the amount received on a pro-rated basis and the Employer may deduct the amount owing from any final pay cheque.
- (d) While education assistance is expected to enhance the employee's skills and the Terrace Women's Resource Centre, there is no guarantee of automatic advancement, job assignment or wage increase other than by the methods agreed in the appropriate articles of the Collective Agreement.
- (e) **The amount of pay received by an employee shall not exceed the full time daily hours of work as outlined in Article 14.02 (Hours of Work) for attendance at conferences or professional development, and shall experience no loss of pay based on their regular schedule as per clause (a) above.**
- (f) Attendance at conferences and/or professional development shall not result in the payment of overtime to any employee(s) attending such functions.

Education Leave, Conferences, and Professional Development – Employer Required

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

- (a) **An employee shall be granted leave without loss of pay, at their basic rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an**

employee shall not exceed the fulltime daily hours of work as outlined in Article 14.02 (Hours of Work).

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

In the event that the Terrace Women's Resource Centre Society should introduce technological changes which require new or greater skills than are possessed by employees under the present method of operation, such employees shall at the expense of the Terrace Women's Resource Centre Society be given a period of time, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by that change. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position requiring the use of the new skills.

ARTICLE 23 PROMOTION AND STAFF CHANGES

23.01 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven (7) days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.
- (b) Qualified internal candidates shall 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 26 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications. Where the assignment does not conflict with an employee's regular schedule, the hours shall form part of their ongoing regularly scheduled hours.

23.02 Information in Postings

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All postings shall also state "this position requires Union membership".

23.03 Appointment Policy

In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

23.04 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months.

If the employee is unable to perform the duties of the new job, or if the employee wishes to return to their former position, they shall be returned to their former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of fulltime, but in any event will not exceed six (6) calendar months.

23.05 Local Union Observer

The Unit Chair or their designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested Party.

23.06 Notification

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

23.07 Vacation Letters

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

23.08 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Article 23.01 (**Job Postings**).

- (b) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union, or as specifically permitted in this Agreement.
- (c) **A regular employee who accepts a temporary vacancy retains their regular full-time or part-time employment status and will return to their regular position at the end of the temporary assignment. Further, a casual employee who accepts a temporary vacancy retains their casual employment status.**

23.09 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend.

23.10 Deemed Qualified

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

ARTICLE 24 PAYMENT OF WAGES AND ALLOWANCES

24.01 Paydays

- (a) Paydays will be bi-weekly and paid on Thursdays.
- (b) A comprehensive statement detailing all payments, allowances and deductions will be provided each pay period. The Employer will advise employees in writing as requested their vacation, sick leave, lieu time and overtime banks.
- (c) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.

24.02 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the Parties of this Agreement. The applicable rates of pay are recorded as Article **26 (Pay Scale)** of this Agreement. **The Employer may, in its discretion, place new hires in a step that recognizes hours of experience gained in other relevant employment.**

24.03 Transportation Allowance

An employee who uses their own motor vehicle to conduct business, on behalf of and at the request of the Employer, shall receive an allowance of fifty dollars (\$50.00) quarterly for travel in town of less than fifteen (15) kilometers. If the travel is out of town beyond fifteen (15) kilometers from the workplace then the employee will receive an allowance using the Canada Revenue Agency calculation.

If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

24.04 Meal Allowance

Employees on the Employer’s business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum set out **by the Canada Revenue Agency (CRA)**. This Article shall not apply to employees who, on a day-to-day basis do not work in a fixed location.

- Breakfast
- Lunch
- Dinner

24.05 Travel Advance

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel advance, if requested.

24.06 Salary Rate Upon Employment

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

ARTICLE 25 HEALTH AND WELFARE BENEFITS

Health and Welfare benefits shall be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage.

25.01 Eligibility

Coverage for a regular employee under these Plans will commence on the first (1st) day of the month following the month in which the employee successfully completes their probation period or their trial period and has a minimum of 500 hours worked.

Coverage under the provisions of these plans will apply to regular fulltime and regular part-time employees with a minimum of 20 hours per week who are scheduled to work regular hours per week.

25.02 Termination

Coverage under these Plans will terminate at the end of the month in which the employee’s employment terminates with the following exceptions: Group Life coverage shall continue without premium payment for a period of thirty-one (31) days following the date the employee’s employment terminates [see Article 26.07 (b) **(Group Life and Accidental Death and Dismemberment)**].

- (a) Accidental Death and Dismemberment coverage shall terminate on the date the employee’s employment terminates.
- (b) Long Term Disability coverage shall terminate on the date the employee’s employment terminates.

25.03 Definition of Spouse and Other Dependents

"*Common-law Spouse*" means two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

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

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of nineteen

(19) years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age twenty-five (25) years where the dependent child is a fulltime student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

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

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

25.04 Dental Plan

- (a) The Employer shall pay one hundred percent (100%) of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children.
- (b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children [up to age nineteen (19)] shall be eligible for this provision every six (6) months.
- (c) Eligible regular employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services maximum payment of two thousand seven hundred and fifty dollars (\$2,750) per patient with no run-offs for claims after termination of employment.

25.05 Extended Health Plan

- (a) The Employer shall pay one hundred percent (100%) of the monthly premiums for the extended health care plan that will cover the employee, their spouse and dependent children.
- (b) Eligible regular employees shall be provided with an extended health plan covering eighty percent (80%) of eligible expenses, forty-five dollars (\$45.00) deductible per person or family.
- (c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be two hundred and twenty-five (\$225.00) every twenty-four (24) months and the allowance for hearing aids will be six hundred dollars (\$600.00) every forty-eight (48) months.

25.06 Group Life and Accidental Death and Dismemberment

- (a) The Employer shall pay one hundred percent (100%) of the premiums for the group life and accidental death and dismemberment insurance plans.
- (b) The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000.00) and standard twenty-four (24) hour accidental death and dismemberment insurance until age sixty-five (65). At the age of sixty-five (65) the amount of coverage shall decrease to twenty-five thousand (\$25,000.00) until the age of seventy (70), at which time the group insurance coverage will cease. Employees may purchase additional insurance provided this option is available by the carrier. The Employer will deduct the appropriate amount from the employee's pay for this option.
- (c) On termination of employment (excluding retirement) coverage for group life shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (d) Employee will be entitled to advance payment of Group Life Benefits in accordance with Memorandum of Agreement #10 Re: Advance Payment of Group Life Benefits.

25.07 Long Term Disability

The Employer shall provide a long-term disability plan.

25.08 Payment of Premiums

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

ARTICLE 26 PAY SCALE

Terrace Women’s Resource Centre Society and CUPE Local 2012-01 agree to adopt the following Step Increases effective April 1, 2023:

Job Classification	Grid 1 0 – 2000 hrs.	6% Increase 2023	Grid 2 2001 – 4000 hrs.	6% Increase 2023	Grid 3 4001 – 6000 hrs.	6% Increase 2023	Grid 4 6001 + hrs.	6% Increase 2023
Financial Administrator	\$35.00	\$37.10	\$36.40	\$38.58	\$37.86	\$40.13	\$39.37	\$41.73
Bookkeeper	\$25.24	\$26.75	\$26.33	\$27.91	\$27.60	\$29.26	\$28.96	\$30.70
CCRR Program Manager	\$32.00	\$33.92	\$33.28	\$35.28	\$34.61	\$36.69	\$35.99	\$38.15
CCRR Program Coordinator	\$25.24	\$26.75	\$26.33	\$27.91	\$27.60	\$29.26	\$28.96	\$30.70
TWRCS Program Mgr.	\$32.00	\$33.92	\$33.28	\$35.28	\$34.61	\$36.69	\$35.99	\$38.15
Family & Youth Program Coordinator	\$25.24	\$26.75	\$26.33	\$27.91	\$27.60	\$29.26	\$28.96	\$30.70
Social Services Coordinator	\$25.24	\$26.75	\$26.33	\$27.91	\$27.60	\$29.26	\$28.96	\$30.70
Community Developer	\$25.24	\$26.75	\$26.33	\$27.91	\$27.60	\$29.26	\$28.96	\$30.70
Programs Assistant	\$25.24	\$26.75	\$26.33	\$27.91	\$27.60	\$29.26	\$28.96	\$30.70
Program Clerk	\$21.99	\$23.31	\$23.01	\$24.39	\$24.22	\$25.67	\$25.44	\$26.97

Job Classification	Grid 1 0 – 2000 hrs.	3% Increase 2024	Grid 2 2001 – 4000 hrs.	3% Increase 2024	Grid 3 4001 – 6000 hrs.	3% Increase 2024	Grid 4 6001 + hrs.	3% Increase 2024
Financial Administrator	\$35.00	\$38.21	\$36.40	\$39.74	\$37.86	\$41.34	\$39.37	\$42.92
Bookkeeper	\$25.24	\$27.56	\$26.33	\$28.75	\$27.60	\$30.13	\$28.96	\$31.62
CCRR Program Manager	\$32.00	\$34.94	\$33.28	\$36.34	\$34.61	\$37.79	\$35.99	\$39.29
CCRR Program Coordinator	\$25.24	\$27.56	\$26.33	\$28.75	\$27.60	\$30.13	\$28.96	\$31.62
TWRCS Program Mgr.	\$32.00	\$34.94	\$33.28	\$36.34	\$34.61	\$37.79	\$35.99	\$39.29
Family & Youth Program Coordinator	\$25.24	\$27.56	\$26.33	\$28.75	\$27.60	\$30.13	\$28.96	\$31.62
Social Services Coordinator	\$25.24	\$27.56	\$26.33	\$28.75	\$27.60	\$30.13	\$28.96	\$31.62
Community Developer	\$25.24	\$27.56	\$26.33	\$28.75	\$27.60	\$30.13	\$28.96	\$31.62
Programs Assistant	\$25.24	\$27.56	\$26.33	\$28.75	\$27.60	\$30.13	\$28.96	\$31.62
Program Clerk	\$21.99	\$24.01	\$23.01	\$25.12	\$24.22	\$26.44	\$25.44	\$27.78

Increases are calculated based on the number of hours worked in the classification.

ARTICLE 27 GENERAL CONDITIONS

27.01 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged or stolen by a person using the services of the Employer, the Employer shall pay to a maximum of one hundred and fifty dollars (\$150.00), repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty.

The Employer shall pay, once every two (2) years from the date of the incident for the repair or the replacement cost of prescription eyewear under this Article to a maximum of two hundred and fifty dollars (\$250.00). Replacement and repair costs for eyewear shall only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear. Appropriate receipts will be required to receive reimbursement from the Employer. In the event the damage is to the employee's automobile, the insurance deductible shall be paid to a maximum of three hundred dollars (\$300.00).

27.02 Personal Property

On request, and with reasonable notice, the Employer shall provide a secure space for employees to store personal possessions, wallets and/or purses when the employees are at the employees' headquarters/worksite.

27.03 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 shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

27.04 Indemnity

- (a) Civil Actions – Except where there has been gross negligence on the part of an employee, the Employer will:
 - (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer, and
 - (2) assume all costs, legal fees, and other expenses arising from any such action.
- (b) Criminal Actions – Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.

- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

27.05 Copies of Agreement

- (a) Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the Parties shall have printed sufficient copies of the Agreement for distribution to employees.
- (b) The Union shall bear the cost of printing and distribution.

27.06 Contracting Out

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

27.07 Personal Duties

The Employer and Union agree that an employee will not be required to perform work not related to the business of the Employer.

27.08 Job Descriptions

The Employer will continue to engage with the Union to secure feedback on the development and revision of job descriptions. The Employer agrees to supply each employee with a copy of their current job description. The Union and the Bargaining Unit Chair shall be provided copies of all job descriptions in the bargaining unit.

27.09 Job Classification/Reclassification

The Parties agree that new job classifications may be required in order to perform future service contracts or to assign work fairly.

All job **classifications will be evaluated** and approved by CUPE Local 2012-01 and Terrace Women's Resource Centre Society, guided by the current job classification and point band scale developed by BC's Community Social Services Workers and the Community Social Services Employers Association of BC in their Joint Job Evaluation Program.

27.10 Staff Confidentiality

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

27.11 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate(s) shall 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.

For clarity, this does not include the renewal of a Class 5 Driver's License.

27.12 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.

ARTICLE 28 HARASSMENT

28.01 Sexual Harassment

- (a) 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 includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
 - (1) touching, patting or other physical contact;
 - (2) leering; staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (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 both males and females and directed toward members of either sex.

28.02 Personal and Psychological Harassment

- (a) The Employer and Union recognize the right of employees to work in an environment free from personal and psychological harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal and psychological harassment includes verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity. It is discriminatory behaviour, directed at an individual.

which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include but is not limited to:

- (1) physical threats or intimidation;
 - (2) words, gestures, 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 personal and psychological harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal and psychological harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

28.03 Harassment Complaint Procedures

In the case of a complaint of either personal, psychological or sexual harassment, the following shall apply:

- (a) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint of harassment or discrimination may approach the Union Representative, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. The employee, along with their Union Steward, shall meet with the employer to discuss the situation and options to resolve. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- (b) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Employer. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (c) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this Article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below. The Employer's designate shall investigate the complaint and shall submit their report to the Employer in writing within fifteen (15) days of receipt of the complaint. The Employer shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Employer resolution.
- (d) Both the complainant and the respondent shall be given the option of having a Steward present at any meeting held pursuant to the above investigation.

- (e) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.
- (f) In the case of alleged harassment by a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this Article.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Employer's or independent investigator's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment.

The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this Article, shall not form the basis of a grievance.
 - (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
 - (j) This Article does not preclude an employee from filing a complaint under Section 13 of the BC Human Rights Code. A complaint of personal, psychological or sexual harassment shall form the basis of a grievance.
 - (k) Complaints under this Article shall be treated in strict confidence by all Parties involved.
 - (l) Where the alleged harasser is the Employer, the complaint shall be filed in writing within six (6) months of the latest alleged occurrence through the Union to an independent single investigator who will conduct an investigation and submit a report on the facts to the Parties within twenty (20) days of being appointed. Where the proposed resolution is not acceptable, the Union may follow the procedure outlined in (h) above.

ARTICLE 29 CUPE MULTI SECTOR PENSION PLAN

(a) CUPE Multi-Sector Pension Plan

“Plan” means the Multi-Sector Pension Plan

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- (1) the straight time component of hours worked on a holiday; and
- (2) holiday pay, for the hours not worked; and
- (3) vacation pay; and
- (4) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employee” means all employees in the bargaining unit.

- (b) Commencing April 1, 2019 each Eligible Employee shall contribute for each pay period an amount equal to 5.25% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 5.25% of Applicable Wages to the Plan.
- (c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the Parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the Parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer

would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 25.02 (e) of the agreement are:

(1) To Be Provided Once Only At Plan Commencement

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- gender

(2) To Be Provided With Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

(3) To Be Provided Initially and As Status Changes

- Full address
- Termination date when applicable (MM/DD/YY)
- Marital Status

(4) To be Provided Annually but no later than December 1

- current complete address listing

Any additional information requests.

ARTICLE 30 RETIREMENT PLANNING

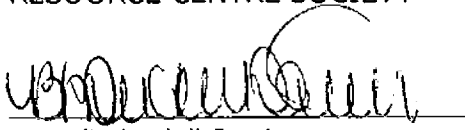
The Employer shall grant an employee a paid leave of absence to attend the CUPE Pre-Retirement seminar. Such leave will be limited to three (3) days per employee. In order to be eligible employees must have reached forty (40) years of age. The Union will pay the registration costs. All other costs will be borne by the employee.

ARTICLE 31 TERM OF AGREEMENT

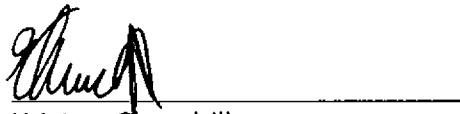
This agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2025 and shall continue from year to year thereafter unless either Party gives to the other Party notice, in accordance with the Labour Relations Code of British Columbia, that it wishes to commence collective bargaining. During the period of collective bargaining, this Agreement shall remain in effect until a new Agreement is concluded.

Signed the 13th day of February 2023²⁴.

FOR THE TERRACE WOMEN'S
RESOURCE CENTRE SOCIETY


Brandi Trudell-Davis
Executive Director

FOR CUPE LOCAL 2012-01


Kristen Churchill
Bargaining Member