

# **COLLECTIVE AGREEMENT**

Between

**First United Church Community Ministry Society**

And

**United Food and Commercial Workers Union, Local 1518**

March 28, 2017 to July 31, 2019

Ratified by member vote: March 22, 2017



**CONTENTS**

ARTICLE 1 – Preamble..... 1

ARTICLE 2 – Union Recognition and Rights ..... 3

ARTICLE 3 – Union Security..... 5

ARTICLE 4 – Check-Off and Union Dues..... 6

ARTICLE 5 – Employer and Union to Acquaint New Employees..... 6

ARTICLE 6 – Employer’s Rights ..... 6

ARTICLE 7 – Employer/Union Relations ..... 6

ARTICLE 8 – Grievances..... 7

ARTICLE 9 – Arbitration.....10

ARTICLE 10 – Dismissal, Suspension, and Discipline .....10

ARTICLE 11 – Seniority .....12

ARTICLE 12 – Job Posting .....13

ARTICLE 13 – Labour Adjustment and Technological Change .....15

ARTICLE 14 – Hours of Work and Scheduling .....16

ARTICLE 15 – Overtime .....19

ARTICLE 16 – Statutory Holidays .....20

ARTICLE 17 – Vacation Entitlement .....21

ARTICLE 18 – Education Leave .....23

ARTICLE 19 – Special and Other Leave.....24

ARTICLE 20 – Maternity, Parental, and Adoption Leave.....25

ARTICLE 21 – Occupational Health And Safety.....27

ARTICLE 22 – Work Clothing and Employer Property .....29

ARTICLE 23 – Payment of Wages and Allowances .....30

ARTICLE 24 – Health and Welfare.....32

ARTICLE 25 – Sick Leave .....32

ARTICLE 26 – General Conditions.....34

ARTICLE 27 – Terms of Agreement.....35

APPENDIX A – Wage Schedule .....37

APPENDIX B – Health & Welfare Benefits .....39

**MEMORANDUM OF AGREEMENT made this 15th day of March, 2017.**

**BY AND BETWEEN:**            **FIRST UNITED CHURCH COMMUNITY MINISTRY SOCIETY**, a body corporate carrying on business in the **City of Vancouver**, Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

**AND:**                                **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, chartered by the United Food and Commercial Workers International Union

(hereinafter referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement; and to strive for a high level of safety; positive working environment and to provide methods of fair and amicable resolution of issues or disputes which may arise between them within the jurisdiction of this Agreement. The parties agree to in good faith cooperate to achieve these goals and intents.

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

**ARTICLE 1 – Preamble**

---

**1.1 Purpose of Agreement**

The purpose of this Agreement is to set forth terms and conditions of employment affecting those employees covered by this Agreement.

**1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of this 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.

**1.3 Conflict with Rules**

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

**1.4 Human Rights Code**

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

## **1.5 Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.

The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.

Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees, or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia. The prohibited grounds include: age, race, sex, sexual orientation, gender, gender identity or expression, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.

Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

## **1.6 Sexual Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

Sexual harassment includes but is not limited to:

- a. a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- b. sexual advances with actual or implied work related consequences;
- c. unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexual comments or sexual invitations;
- d. verbal abuse, intimidation, or threats of a sexual nature;
- e. leering, staring or making sexual gestures;
- f. display of pornographic or other sexual materials;
- g. offensive pictures, graffiti, cartoons or sayings; and
- h. unwanted physical contact such as touching, patting, pinching or hugging.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

Protection against sexual harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client, resident, patient or visitor contact, provided the acts are committed within the course of the employment relationship.

## **1.7 Procedure for Filing Complaints**

An employee who wishes to file a harassment grievance must submit it in writing with sufficient particulars within ninety (90) days of the alleged occurrence.

All persons involved in a complaint under these provisions shall hold in strictest confidence all information of which they become aware. However, it is recognized that various representatives of the Employer and the Union will be made aware of all or part of the proceedings on a need to know basis. Except as required by the Collective Agreement or law, the parties agree that disclosure of information related to the complaint may be cause for discipline, up to and including dismissal. The parties further agree that retaliation against an employee for filing a complaint may also be cause for discipline, up to and including dismissal.

The Employer shall investigate the allegations within fifteen (15) days. The parties may, by mutual agreement, extend the timelines for investigation. The Employer shall notify the Union upon the conclusion of the investigation whether or not the allegations were substantiated, and indicate what action, if any, they intend to take.

Both the complainant and the alleged harasser shall be entitled to Union representation if they are members of the bargaining unit.

Disputes resulting from actions under this Article may be submitted to expedited arbitration where the complaint pertains to conduct of an employee or employees within the bargaining unit. Where disputes arise from actions under this Article, and the complaint pertains to conduct of an employee or employees not in the bargaining unit, the dispute may be submitted to the investigator.

### **1.8 Respectful Workplace**

The Employer and the Union agree that all employees have the right to work in an environment free from personal harassment. The parties agree to maintain such an environment. The parties agree that the Code of Conduct forms part of the Collective Agreement.

## **ARTICLE 2 – Union Recognition and Rights**

---

### **2.1 Bargaining Unit Defined**

The bargaining unit shall include all employees as defined by the Certification, except persons in positions deemed excluded:

- by mutual agreement between the parties; or
- by virtue of a decision by the Labour Relations Board of British Columbia.

The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

If no agreement is reached within thirty (30) days of the notification, either party may refer the matter to the Labour Relations Board for a final and binding determination.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the Union as the exclusive bargaining agent of the employees in the bargaining unit as described in the Certification issued by the Labour Relations Board.

### **2.3 Correspondence and Directives**

The Employer shall forward to the applicable Union designates a copy of:

- a. any directives circulated to employees pertaining to the interpretation or application of this Agreement; and
- b. any correspondence to any employee pertaining to the interpretation or application of this Agreement as it applies to that employee.

## **2.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement unless agreed to with the Union in a letter or memorandum of understanding.

## **2.5 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 employee for reason of membership or activity in the Union.

## **2.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees on the following basis:

- one (1) steward for every twenty-five (25) employees covered by this Agreement, or a major portion thereof, with a minimum of two (2) stewards to a maximum number of twenty-five (25) stewards; and
- the Union may appoint additional stewards to allow for one (1) steward to be selected from the staff working at each department operated by the Employer.

The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

A steward, or their alternate where the steward is absent, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay if a meeting occurs at work during work hours. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of a steward shall include:

- investigation of complaints;
- investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure; and
- attending meetings at the request of the Employer.

Where the steward attends a meeting with the Employer at the request of the Employer and the meeting is outside the steward's scheduled hours, the steward shall be paid their regular straight-time rate of pay for time spent at the meeting. Every reasonable effort shall be made to schedule the meetings during the steward's normal working hours.

## **2.7 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 business affairs of the Union. The parties may, at the local level, mutually agree upon another method of notifying employees of Union business.

## **2.8 Union Insignia**

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish Union shop cards to the Employer to be displayed on the Employer's premises at an area chosen by mutual agreement. Such card will remain the property of the Union and shall be surrendered upon demand.

The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union with the exception of correspondence related to fund-raising activities. This designation shall be placed below the signatory initials on typewritten correspondence.

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

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a valid legal strike or lockout as defined by the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **2.10 Union Leaves of Absence**

One (1) employee who may be elected or appointed to a full-time position with the Union, upon proper notice to be agreed upon by the parties of this Agreement, shall be granted a leave of absence not to exceed six (6) months, without pay or benefits. Upon two (2) weeks' notice of their desire to return to work for the Employer, they shall be returned to a position within their former classification and department, or in the event that the position has been eliminated to one in the same classification without loss of seniority, provided they are physically fit and capable of performing the work. The employee shall continue to accrue seniority while on such union leave of absence. Leave of absence under this clause will be given in writing by the Employer.

An unpaid leave of absence of up to two (2) weeks shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union providing that the absence does not interfere with the requirements of the Employer. Such employee shall continue to accumulate seniority for the period of such leave and, upon their return to work shall be reinstated to a position with their former classification and department, or in the event that the position has been eliminated to one in the same classification. Under the provisions of this clause, the Employer will be provided with two weeks' notice of the requested leave wherever possible.

## **ARTICLE 3 – Union Security**

---

The Employer will obtain from each new employee the necessary union membership applications. All employees shall become and remain members in good standing of the Union as a condition of employment.

## **ARTICLE 4 – Check-Off and Union Dues**

---

Union dues shall be payable by all employees. The Employer will deduct from each employee's pay the amounts of Union dues established by the Union.

Dues shall be deducted bi-weekly for the twenty-six (26) pay periods of each year. Deductions shall be forwarded to the Treasurer of the Union not later than three (3) business days following the pay date, together with a printed statement listing names of employees for whom deductions were made.

## **ARTICLE 5 – Employer and Union to Acquaint New Employees**

---

At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in Article 3 and Article 4.

New employees shall also be provided with:

- the name, location and work telephone number (if applicable) of the steward; and
- an authorization form for Union dues check-off.

The steward shall be advised of the name, location and work telephone number (if applicable) of the new employees.

Once every three (3) months, a union steward may have a fifteen (15) minute meeting with all new hires. This meeting shall be without loss of pay.

The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation.

The Employer will make reasonable efforts to provide space for a steward to meet with a new member.

## **ARTICLE 6 – Employer's Rights**

---

The management of the Employer's operations, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

## **ARTICLE 7 – Employer/Union Relations**

---

### **7.1 Union and Employer 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 supervisory or other personnel with whom the Union may be required to transact business.

## **7.2 Union Representatives**

Upon one (1) hours' notice to the Employer and subject to operational requirements, duly authorized full-time Representatives of the Union shall be entitled to visit the work sites for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted after notifying the Executive Director or Acting Executive Director, or whoever is in charge, and shall be:

- a. carried on in a place in the workplace designated by Management;
- b. held whenever possible during the lunch period; however, if this not practical,
- c. during regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management; and
- d. held at such times as will not interfere with service.

Union Representatives shall be permitted to check employee time records including work schedules.

## **7.3 Union/Management Committee**

The Employer agrees to establish a joint Labour Management Committee. A minimum of two (2) shop stewards shall sit on the committee as appointed by the Union. The committee will meet at least once a month.

## **7.4 Membership Information**

The Employer shall provide the Union with a list of the names, addresses and telephone numbers of the employees in the bargaining unit on a semi-annual basis. The parties recognize the confidentiality of the information contained in this list.

# **ARTICLE 8 – Grievances**

---

## **8.1 Grievance Committee Structure**

- a. A Grievance Committee, the number not to exceed two (2), who shall be regular employees of the Employer, shall be elected by the Union in a manner determined by them, and the Employer shall be kept informed of the personnel of this committee.
- b. Shop Stewards, the number to be decided by the Union, shall be elected by the Union in a manner determined by them and the Employer shall be kept informed of the personnel of the Shop Steward.
- c. All grievances shall be taken up with the Employer within twenty-one (21) days of the Grievor becoming aware of the alleged violation of the Agreement, on Employer time during working hours.
- d. If a steward or Chief Shop Steward or Grievance Committee Member has to leave their job or department in connection with a grievance, they shall first secure permission from their direct supervisor before leaving the job or department. Such permission shall be granted as reasonably as possible but shall in no case exceed one-half (1/2) hour.

- e. It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place quietly and speedily so that friction or animosity will be reduced to a minimum.
- f. The Employer recognizes the right of the Grievance Committee to process any grievance that is brought to their attention as outlined under the above provisions.
- g. The Employer will provide a meeting room where interviews can take place between Shop Stewards, Grievance Committee Members and bargaining unit Employees.

## **8.2 Grievance Procedure**

The following procedure shall be applicable progressively to the adjustment of disputes or grievances:

### **First Step:**

Between the Union Steward, the Chief Steward with the employee and an equal number of representatives designated by the Employer. A decision is to be rendered within five (5) working days, unless mutually agreed otherwise. Failing settlement at this step, the matter shall then be referred to the Second Step.

### **Second Step:**

By the Grievance Committee of the Union who shall take the matter up with the Committee designated by the Employer. In case of an emergency, a meeting can be called by either party. Outside representatives of the Union and the Employer may be called in if so desired. A decision is to be rendered within five (5) working days unless mutually agreed otherwise. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to the Third Step, they must advise the other party in writing within five (5) working days from the date the decision was rendered under the Second Step of the Grievance procedure. Both parties will then proceed as outlined in the Third Step.

### **Third Step:**

- a. Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Employer under the provisions of this Article shall, upon written notice of either party, be submitted to an Arbitrator within sixty (60) days of the decision at Second Step which shall be bound by the rules of this Agreement. Failure to advance the grievance after sixty (60) days of a decision at the Second Step shall render the grievance being deemed abandoned. In circumstances where both the Union and the Employer feel they could resolve the grievance through mediation, the parties can elect jointly, in writing, to enter into a mediated process prior to arbitration;
- b. In areas where there is no steward, the grievance shall be taken up as outlined in this Article by the Chief Shop Steward, or their designated representative;

- c. For the purposes of grievance procedure timelines, Saturdays, Sundays and Statutory Holidays shall not be considered as "working days"; and
- d. The aggrieved employee may be present, in addition to the Grievance Committee, if required by either party.

### **8.3 Error in Earnings**

When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon. Any errors in payroll earnings, at no fault of the employee, greater than one (1) day's pay for that employee, shall be corrected within three (3) business days or less. Payroll errors less than those amounts shall be corrected by the next payroll.

### **8.4 Steward's Presence During Discipline & Procedure**

When the Employer deems it necessary to discipline an employee or interview an employee for disciplinary purposes, they shall advise the employee that they shall have a Union Steward present. The Union Steward shall be one who is chosen by the employee and would otherwise be present in the building at the time of the meeting. Wherever reasonably possible, the Employer will provide advance notice of the meeting, provided this does not cause undue delay of appropriate action. If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve within five (5) working days. In the case of suspension or dismissal, the Union Steward and/or Chief Steward shall be present. In the case of a disciplinary meeting or investigation involving the Union Steward or Chief Steward, a Union Representative shall be present. This provision does not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **8.5 Notification of Suspension or Discharge**

The Employer will copy the Authorized Union Representative on any written confirmation of a suspension or dismissal.

### **8.6 Troubleshooter**

Mark Brown, Brian Foley, Julie Nichols, Mark Atkinson or any other individual agreed to by the parties will be utilized to conduct expedited hearings on the following basis:

- a. Both parties must consent to the grievance being referred to troubleshooting. Once referred to troubleshooting, the parties anticipate that the hearing will commence within three (3) weeks of such referral.
- b. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- c. In the event that either party has new evidence that was not available prior to this Agreement to refer the grievance to troubleshooting, that evidence may be immediately introduced and disclosed to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow fair opportunity for analysis and reply.

- d. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to troubleshooting unless mutually agreed by the parties.
- e. Decisions of the troubleshooter shall be in writing but shall be without prejudice to future grievances, non-precedent setting, and shall not be publicized.
- f. Presentation of the case at the hearing will be performed by a management employee of the Employer and by the Union's current Union Representative servicing the bargaining unit.
- g. The parties shall develop other procedures or guidelines as necessary.

## **ARTICLE 9 – Arbitration**

---

A sole Arbitrator shall be appointed to hear and determine a grievance, and shall be established as follows:

- a. within ten (10) working days (excluding Sundays and statutory holidays) following receipt of such notice, the Employer and the Union shall attempt to agree upon an Arbitrator. In the event of failure of the Union and the Employer to agree upon an Arbitrator, the Minister of Labour of British Columbia shall be immediately requested to name an Arbitrator;
- b. no person shall serve as an Arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitrator shall be in writing and shall clearly specify the nature of the issue and the remedy sought;
- c. in reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law; and
- d. the findings and decision of the Arbitrator shall be binding and enforceable on all parties.

In the case of discharge which the Arbitrator has determined to have been for an improper cause, the Arbitrator shall determine the appropriate remedy.

The parties may agree to use the assistance of a mediator in resolving a grievance. Decisions of the mediator will not be binding upon the parties.

## **ARTICLE 10 – Dismissal, Suspension, and Discipline**

---

### **10.1 Just Cause**

The Employer shall not dismiss or discipline an employee or issue a suspension pending an investigation except for just and reasonable cause.

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

Notice of dismissal or suspension shall be in writing and shall provide particulars of any culminating incident giving rise to the dismissal or suspension.

## **10.2 Dismissal, Suspension or Disciplinary Grievance**

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the Union Representative within three (3) business days of the action being taken.

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

Disciplinary action grievable by the employee shall include:

- formal written censures; or
- formal letters of reprimand.

An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. 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.

At the request of the employee, any disciplinary document issued after the ratification of this Agreement shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued, provided there have been no further disciplinary infractions. The twenty-four (24) month period may be extended by the length of time an employee is absent from work due to a suspension of more than one (1) week.

## **10.4 Personnel File**

With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given.

A representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The Union Representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's function and/or for the purposes of the proper application of this Agreement.

## **10.5 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive workdays 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 to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **10.6 Confidentiality**

Discussions and interviews between the Employer and an employee or steward regarding discipline shall be carried out in a confidential manner.

## **ARTICLE 11 – Seniority**

---

### **11.1 Employees**

The Employer shall have regular and casual employees.

#### Regular employees

- A full-time employee is one who regularly works thirty-seven and one half (37.5) hours with regularly defined hours of work.
- A part-time employee is one who works less than thirty-seven and one half (37.5) hours with regularly defined hours of work.

#### Casuals

- A casual employee is one who is available to work as needed but who has no set schedule. Casual employees are required to provide their availability to their department manager three (3) weeks in advance. A casual employee is one who works for relief purposes, temporary workload situations and ongoing unassigned hours.

### **11.2 Departments**

The Employer operates and bargaining unit members work in the following departments:

- a. Shelter (SRW's, Shift supervisors, shelter case planners);
- b. Programs (program support workers, food services, reception);
- c. Advocacy (advocates);
- d. Administration (finance, fund development, volunteer coordinator, communication);
- e. Operations (janitor, housekeepers, storage, and thrift store); and
- f. Housing (residential care taker, pest control, security, tenant support worker, and maintenance).

### **11.3 Seniority Lists**

The Employer shall maintain separate seniority lists for regular and casual employees. Regular employees will accrue seniority from the date of hire. The seniority list for regular employees will show the date each employee commenced work as well as in their department. Casual employees will accrue seniority based on the accumulated hours worked from date of hire (for the purposes of vacation entitlement and bidding on a regular position). Up-to-date seniority lists shall be sent to the Union at the end of June each year, with updates provided upon request.

### **11.4 Loss of Seniority**

Any employee who is laid off and who fails to return to work when given four (4) days' notification to return to work following a lay-off, shall lose seniority. However, should the employee, within ten (10) days of the date of notification, provide the Employer with evidence proving inability to comply with the Employer's request to return to work due to any grounds covered by the *Human Rights Code* or any compassionate grounds to the satisfaction of the Employer, the employee's seniority shall be reinstated. It is the responsibility of the employee to provide the Employer with a current phone number and address, including an email address.

An employee shall lose their seniority and their employment shall be terminated in the event that:

- a. they are discharged for just cause;
- b. they voluntarily terminate employment or abandons their position; or
- c. they are on lay-off for more than twelve (12) months.

### **11.5 Re-Employment**

A regular employee who voluntarily resigns their employment and within ninety (90) days is rehired as a regular employee by the Employer shall retain, effective the date of re-employment, their former seniority, accumulated sick leave and years of service for vacation purposes.

A regular employee who voluntarily resigns their employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-hired, upon application shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

- a. the employee must have been a regular employee with at least three (3) years of service with the Employer at time of termination;
- b. the resignation must indicate the reason for termination and the Employer must be satisfied that the resignation is to care for a dependent parent, spouse or child residing with the employee;
- c. the break in service shall be for no longer than one (1) year and during that time the employee must not have been engaged in remunerative employment; and
- d. the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **ARTICLE 12 – Job Posting**

---

### **12.1 Job Postings and Applications**

If a new vacancy or bargaining unit job is created, the following shall apply:

- a. If the vacancy or new bargaining unit job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days on the Union bulletin board, employer intranet and via internal email.
- b. Postings for temporary vacancies shall indicate the expected duration of the vacancy, if known.

### **12.2 Change to Start and Stop Times, Days Off and Work Area**

In the posting of a vacancy or a new job, the current expected hours of work including stop and start times, days off and work area shall be included. The hours of work, stop and start times, days off and work area may be subject to change, provided that the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith.

### **12.3 Application From Absent Employees**

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, bereavement leave, education leave, or special leave, and

who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence provided that the employee satisfies the Employer that they shall be able to return to work within two (2) weeks of the commencement of the position and further, that they are medically fit to perform the duties of the position.

#### **12.4 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to above.

#### **12.5 Notice to Union**

A copy of all postings shall be sent to the designated Union Representative within the aforementioned seven (7) calendar days. The copy may be sent electronically, faxed or via mail.

#### **12.6 Notice of Successful Applicant**

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant, if the successful candidate is a bargaining unit member, in the same manner in which the vacancy, or new job was posted. The Employer shall also advise whether the successful candidate is an external hire.

Upon request, an unsuccessful applicant will be given the reasons why they were unsuccessful.

#### **12.7 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy, or new position in the course of a grievance investigation.

#### **12.8 Selection Criteria**

Seniority shall be the deciding factor in the transfer of employees under this Agreement, provided the senior employee's qualifications and abilities are appropriate for the job in question.

In filling of promotions, appointments shall be made to the employee with the required qualifications, level of competency, efficiency and initiative as required by the job description and as determined by the Employer. Where such requirements and qualifications are equal, seniority shall be the deciding factor.

#### **12.9 Probationary Period**

For the first six hundred (600) hours or six (6) months, whichever comes first, of work with the Employer, an employee shall be a probationary employee. The probationary period may be extended by one (1) calendar month provided written reasons are given for such extension.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just and reasonable cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

#### **12.10 Qualifying Period**

If an employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in their new job for a period of

three (3) months. In no instance during the qualifying period shall such an employee lose seniority or perquisites.

If an employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority.

Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as above.

## **ARTICLE 13 – Labour Adjustment and Technological Change**

---

### **13.1 Job Training**

At the request of either the Employer or the Union, the parties shall meet in accordance Union and Management Committee for the following purposes:

- a. discussing ongoing training programs for those employees affected by technological change; and
- b. discussing training programs for those employees affected by new methods of operation.

For any training required as a result of legislative changes, the parties shall meet at a Labour Management meeting to plan for such training.

### **13.2 Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when their services shall no longer be required, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which they are employed.

Where notice of displacement or lay-off actually results in a lay-off and prior to a lay-off becoming effective, a copy of such notice shall be provided to the designated Union Representative within twenty-four (24) hours from the time it is provided to the employee.

### **13.3 Lay-off Notice**

The Employer shall give employees the following written notice of lay-off or normal pay for that period in lieu of notice:

- a. an employee who has not completed the probation period – no notice required;
- b. an employee who has completed the probationary period – two (2) weeks' notice; or
- c. three (3) or more years' seniority – one additional week per year to a maximum of four (4) weeks.

Notice of layoff shall not apply where the Employer can establish that the layoff results from an act of God, fire, or flood.

#### **13.4 Retention of Seniority**

Laid off regular employees shall retain their seniority and perquisites accumulated up to the time of lay-off for a period of one (1) year and shall be rehired, if the employee possesses the capability and qualifications, in the Employer's assessment, of performing the duties of the vacant job, on the basis of last off – first on. It shall be the responsibility of all laid off employees to inform the Employer of a change of address. Laid off employees failing to report for work of an ongoing nature within seven (7) days of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

During a laid off employee's recall period, they shall be entitled to register for casual work for the duration of the recall period. Should the employee work in a lower rated position, then the employee shall be paid at the lower rate of pay.

#### **13.5 Contracting Out**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

### **ARTICLE 14 – Hours of Work and Scheduling**

---

#### **14.1 Continuous Operation**

The workweek shall provide for continuous operation based on a seven (7) day week, twenty four (24) hours per day.

#### **14.2 Hours of Work**

Except as otherwise provided in this Article, the average hours of work for each regular full-time employee covered by this agreement, exclusive of meal times, shall be thirty-seven and one half (37.5) hours per week.

Except as otherwise provided in this Agreement, the base full-time day will be seven and one half (7.5) hours. Overtime rates as set out in Article 15 will not apply until after eight (8) hours per day or forty (40) hours per week, whichever comes first.

In special circumstances, managers may require or allow an employee to work hours in excess of the standard work day or week, which the employee will record on the time sheet and will be paid out on the next pay day. Should emergency or urgent situations arise which require the employee to stay past the expected end of their shift, the employee will make every effort to inform their department manager in writing (email or hand written note) as soon as possible.

Employees shall not be required at any time to work more than six (6) consecutive shifts, and employees shall not receive at any time less than two (2) consecutive days off-duty excluding paid holidays, unless otherwise requested by the employee. If the employee requests to deviate from the two (2) consecutive days off-duty and/or requests to work more than six (6) consecutive shifts, the overtime provisions pursuant to Article 15 will not apply.

Where the Employer and the Union have an agreement in a Collective Agreement, memorandum, or letter of agreement on specific scheduling provisions with respect to hours of operation, excursions, flextime, extended workdays or modified work weeks for any specific employee or group of employees, the agreements shall be maintained unless mutually agreed otherwise by the Union and the Employer.

New extended hours, modified or flextime schedules may only be implemented through mutual agreement between the Employer and Union. Such agreement shall be in writing and will include details of the agreed schedule.

Whenever possible and with conversations between employees and their department manager, efforts should be made to adjust work schedules or start and stop times in order to avoid the accumulation of hours in excess of the standard work day or week.

### **14.3 Scheduling Provisions**

The Employer shall post a weekly work schedule for each regular full-time and part-time employee three (3) weeks in advance. Except in cases of emergency, twenty-four (24) hours' notice shall be given to employees of any change in their scheduled hours or an additional two (2) hours' pay.

If the Employer alters the scheduled workdays of an employee without giving at least three (3) days' advance notice, such employee shall be paid overtime rates for the first shift worked pursuant to Article 15. This does not apply to situations where the Employer and employee mutually agree to alter the schedule at the employee's request.

There shall be a minimum of ten (10) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.

When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of ten (10) consecutive hours shall be paid at overtime rates in accordance with Article 15.

If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs above of this section shall be waived for all employees affected by the granting of such a request, provided they are in agreement.

Employees may exchange shifts with the approval of department managers and provided that, whenever possible and subject to operational requirements and rules, sufficient advance notice in writing is given at least twenty-four (24) hours in advance and provided that there is no increase in cost to the Employer. It is understood that shifts in the women's shelter shall be covered by female employees.

### **14.4 Unusual Job Requirements of Short Duration**

The nature of the organization is such that at times it may be necessary for an employee to perform work not normally required in their job for the safety, health or comfort of a client or resident. It is understood that an employee shall not be expected to perform a task for which they are not adequately trained.

#### **14.5 Rest Periods**

There shall be a fifteen (15) minute paid rest break for employees who work four (4) hours or more.

#### **14.6 Meal Periods**

In addition to the Rest Period as defined above, there shall be a thirty (30) minute unpaid break (meal period) in each seven and one half (7.5) hour shift.

Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Every effort shall be made to ensure that the rescheduled meal period does not commence within two (2) hours of the end of the shift. If the meal period cannot be rescheduled, the department manager has discretion to ask the employee who has had to skip their meal to either leave work thirty (30) minutes early or receive thirty (30) minutes' pay at their overtime rate for the additional thirty (30) minutes of work.

#### **14.7 Scheduling Limitations**

Unless otherwise specified in this Article, the following shall always apply:

Except where existing classifications already provide for split shifts, employees shall not be required to work split shifts without the agreement of the Union.

#### **14.8 Flextime**

For the purpose of this agreement, the Employer and certain employees shall be allowed to work "flextime hours", meaning hours worked by employees who are given authority by their department manager to vary their starting and finishing times, the length of their workday and days off for the purpose of providing flexible and accessible service to clients providing that:

- a. The basis of the flextime schedule is a regular schedule drawn up by the manager in order to meet the operational needs of the organization;
- b. The employee must communicate any variation to the regular schedule within a reasonable time;
- c. The Employer retains the right, after the employee's communication of a schedule variation, to require the employee to attend a particular place in accordance with the regular schedule;
- d. The workday shall not exceed ten (10) hours, except where the employee specifically requests and the Manager agrees;
- e. Full-time employees shall perform work on at least four (4) days in any calendar week;
- f. Full-time employees shall average seventy-five (75) hours of work per fortnight;
- g. Employees shall continue to be subject to specific instructions from the Employer to attend at particular places and at particular times as required; and
- h. Regular employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven and one half (7.5) hours, provided at least seven and one-half (7.5) hours are required to complete the averaging period. If less than seven and one-half (7.5) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

Where hours of work for a regular employee covered by this Article are different than thirty-seven and one half (37.5) hours per week, the hours of work per fortnight shall be adjusted to reflect those weekly hours.

The employee who works flextime hours and elects to vary their hours of work from the regular schedule such that they work more than six (6) consecutive shifts or take fewer than two (2) consecutive days off-duty waives their right to overtime pay pursuant to the provisions of this Article.

#### **14.9 Maximization of Hours**

Available hours of work shall be maximized for regular employees on a daily basis consistent with an employee's seniority within their department. It is understood, however, that full-time employees will not claim hours such that overtime rates apply. It is further understood that parttime employees at the date of ratification shall have their hours red circled until such time as they lift their restriction, retire, or terminate their employment.

Post ratification available hours of work shall be assigned in accordance with this clause.

#### **14.10 Restriction of Availability**

A part-time employee who works less than thirty-seven and one half (37.5) hours and restricts their availability shall sign a form so advising the Employer. One (1) copy of this form is to be sent to the Union by the Employer. Such employees shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. If an employee wishes to end their restricted status, the employee shall so advise the Employer in writing. The employee's full rights to claim available hours shall begin from the date they advise the Employer of their full availability.

Employees shall have the option to change their weekly hours up to three (3) times per calendar year.

All changes shall be effective the next posted schedule. Restricted employees do not have the right to claim any hours above their restriction.

A full time employee may revert to part time status by bidding into a part time position. This policy will then apply to such an employee. It is understood, however, that employees may restrict their weekly hours without bidding if they are able to satisfy the Employer that a bona fide accommodation is required.

### **ARTICLE 15 – Overtime**

---

#### **15.1 Definitions**

"*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours outlined in Article 14.

"*Straight-time rate*" means the hourly rate of pay.

"*Time and one-half*" means one and one-half times the straight-time pay.

"*Double-time*" means two times the straight-time rate.

## 15.2 Overtime Compensation

Employees who work in excess of eight (8) hours a day or forty (40) hours a week, whichever comes first, shall be paid at time and a half up to forty-eight (48) hours. Employees who work more than ten (10) hours a day or in excess of forty-eight (48) hours per week shall be paid at double time for all hours over the ten (10) hour daily or forty-eight (48) hour weekly mark.

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14, or who are requested to work on their scheduled off-duty days, shall be paid the rate of time and one half of their basic hourly rate of pay for the first four (4) hours of overtime on a scheduled workday and double-time thereafter or on a day of rest.

## 15.3 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided, if the scheduled day off is unable to be rescheduled.

## 15.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 16, the employee shall be paid overtime at the rate of time and one half as the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

## 15.5 Overtime Pay

Overtime pay shall be paid to the employee on the next paycheque after the expiration of the pay period in which the overtime was earned.

## 15.6 Right to Refuse Overtime

When an employee is requested to work overtime on a scheduled day off, the employee may decline to work such overtime. Only in cases of emergency may an employee be required to work overtime. However, in such an emergency, an employee may refuse the overtime if they are able to satisfy the Employer of a bona fide medical or personal reason.

## 15.7 Rest Interval after Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to ten (10) clear hours between the end of the overtime work at the start of their next regular shift. Where it is not possible to schedule ten (10) consecutive hours off-duty, all hours by which the changeover falls short of the ten (10) consecutive hours shall be paid at overtime rates.

## ARTICLE 16 – Statutory Holidays

---

### 16.1 Statutory Holidays

The Employer agrees to provide all regular employees with the following statutory holidays without loss of pay:

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

and any other day that be declared a legal holiday under the *Employment Standards Act*.

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

For an employee whose 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 some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

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

When a paid holiday falls on a regular employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.

If a regular employee is called in to work on the day designated as the lieu day pursuant to the above, they shall be compensated at time and one-half for all hours worked.

### **16.4 Holiday Falling on a Scheduled Workday**

An employee who is required to work on a designated holiday shall be compensated at time and one-half.

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

Where an 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.

## **ARTICLE 17 – Vacation Entitlement**

---

### **17.1 Annual Vacation Entitlement**

Regular employees with one (1) or more years of continuous service shall earn the following vacation with pay:

Years of Continuous Service	Workdays of Vacation	Percent of Straight- Time Pay
One to four	15	6%
Four or more	20	8%

All vacation carried over from the previous year must be taken no later than June 30<sup>th</sup> in the following year or it will be considered lost and abandoned. The Employer will then pay out the remaining balance.

Vacation shall normally be taken in increments of at least one (1) week unless with the consent of the employees' manager. Vacation may be taken only in whole days.

Vacation pay is not accumulated during unpaid leaves or while on short or long term disability.

The pay associated with the above annual vacation entitlement is to be calculated as a percentage of the regular employee's total straight-time paid wages.

Casual employees will earn 4% vacation to be paid on each paycheque and shall not be entitled to take paid vacation. Employees who work casual shifts in addition to regular shifts will accrue vacation entitlement as above on regular hours and shall be paid out 4% for casual shifts only.

## 17.2 Vacation Scheduling

### General Terms:

- a. Vacation period is defined as period January 1st to December 31<sup>st</sup> inclusive;
- b. Employees who want their vacation pay prior to going on vacation shall apply in writing four (4) weeks in advance of their scheduled vacation. The amount of vacation pay is to be consistent with the time taken for that vacation period;
- c. The Employer agrees to post the annual vacation schedule by November 1<sup>st</sup> of the vacation year. Employees will be given three (3) days each, in order of department seniority, to select their first two (2) weeks of vacation entitlement (either consecutively or in two (2) one (1) week blocks) in writing. The first round of vacation selection shall be completed by December 30<sup>th</sup>. Employees with more than two (2) weeks' vacation entitlement shall then proceed to the second round of vacation selection. In the second round, employees, in order of department seniority, shall be given three (3) days each to select their remaining weeks of vacation by January 15<sup>th</sup> in writing.

Any employee who does not complete their vacation selection in either round will be placed at the bottom of the list. Any employee who fails to complete vacation selection by January 15<sup>th</sup> may still apply for vacation in writing. The Employer shall be reasonable in granting such late requests and will consider operational requirements. The seniority of the employee making a vacation request after January 15<sup>th</sup> will not permit that employee to bump a junior employee who made their request prior to January 15<sup>th</sup>;

- d. Vacation scheduling, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer;
- e. Where a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he been working; and
- f. An employee who is hospitalized or receives day surgery and is under doctor's care shall be entitled to rescheduled vacation. Such vacations shall be subject to availability and not invoke any bumping rights.

## 17.3 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to this Article 17.

## 17.4 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

## **ARTICLE 18 – Education Leave**

---

### **18.1 Courses/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

### **18.2 In-Service Education**

Employees scheduled by the Employer to attend in-service education seminars or an on-line course on other than a scheduled day off shall receive straight-time wages for all hours in attendance at the seminar/course.

Employees required by the Employer to attend in-service education seminars or an on-line course on a scheduled day off shall receive compensation for all hours in attendance at the seminar/course in accordance with Article 14, Article 15, and Article 16.

### **18.3 Educational Leave**

Employees with three (3) years or more of continuous service with Employer may be entitled to an unpaid educational leave of absence relevant to the Employer's operations for up to one (1) year without gain or loss of seniority as of the time the employee leaves. The following terms and conditions shall apply to such leaves:

- a. Written application for the leave shall be coordinated through the direct manager of the employee's department, and subject to approval by the Executive Director. Notification of the person going on leave shall be provided to the Employer, Union and employee involved;
- b. Seniority shall be the determining factor in scheduling the leave;
- c. Such leave will be granted on a one-time only basis per employee;
- d. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case;
- e. It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave;
- f. The period of time will not count towards time worked for vacation entitlement;
- g. One (1) months' notice of return to work must be given to the Employer unless a return date has been established prior to leaving; and
- h. During the period of such leave, the employee will be allowed to pay their pre-leave benefit status for MSP, EHB, HEP and Life Insurance in advance by quarterly installments.

## **ARTICLE 19 – Special and Other Leave**

---

### **19.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled three (3) days' leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time in accordance with Section 53 of the *Employment Standards Act* and the definition of "immediate family" in section 1.1 of the *Employment Standards Act*.

"Immediate family" means spouse, child parent, guardian, sibling, grandchild or grandparent of an employee as a member of the employee's family. It includes common-law spouse, stepparents, step-children, and same gender partners and their children as long as they live with the employee as a member of the employee's family.

### **19.2 Jury Duty**

Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.

An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

### **19.3 Family Responsibility Leave**

An employee may take unpaid leave of up to five (5) days in an employee's employment year, based on their starting date. This leave is designed to help employees deal with immediate family problems that conflict with job responsibilities. Family responsibility leave does not carry over from year to year if it is not used during the employment year.

### **19.4 Compassionate Care Leave**

Employees may take up to eight (8) weeks of unpaid compassionate care leave within a twenty-six (26) week period to provide care and support to a family member in situations where the family member is gravely ill with a significant risk of death. "Family member" means someone who is either:

- a. a member of an employee's immediate family;
- b. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
- c. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- d. the employee's spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, current or former ward; and
- e. anyone who is considered to be like a close relative regardless of marriage or common-law partnership.

An employee must get a certificate from a medical practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The leave comes to an end when, whichever comes first:

- a. on the last day of the week in which the family member dies; or
- b. after the employee has had eight (8) weeks off within the twenty-six (26) week period.

An employee who is on compassionate care leave is considered to be continuously employed for the purpose of calculating seniority and vacation entitlement.

### **19.5 Critical Incident Leave**

A critical incident is defined as any event that, in both the employee and department manager's assessment, has a stressful impact sufficient enough to overwhelm the usually effective coping skills of the employee. Such abrupt, powerful events are ones that fall outside the range of ordinary workplace experiences.

Following a critical incident, as defined above, employees are allowed an adequate amount of paid time off during the shift in which the incident arises. The amount of time necessary is to be determined by agreement between the employee and their manager.

### **19.6 Reservists' Leave**

An employee is entitled to unpaid Reservists' leave in accordance with Section 52.2 of the *Employment Standards Act*.

### **19.7 Benefits on Leave of Absence**

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) workdays in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence.

## **ARTICLE 20 – Maternity, Parental, and Adoption Leave**

---

### **20.1 Maternity Leave**

An employee is entitled to a maternity leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period requested by the employee.

An employee shall notify the Employer, in writing, of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks' notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.

Regardless of the date of commencement of the leave of absence taken, the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.

A request for shorter period 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 physician stating that the employee is able to resume work.

## **20.2 Parental Leave**

Upon written request, an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks (or thirty-five (35) consecutive weeks in the case of a birth giver who takes leave under Article 20.1) without pay.

Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' (or thirty-five (35) weeks in the case of a birth giver who has taken leave under Article 20.1) parental leave between them.

Where possible, an employee shall give four (4) weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 20.1. In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

Parental leave shall commence:

- a. in the case of a birth giver, immediately following the end of the maternity leave taken under Article 20.1, unless the Employer and the employee agree otherwise;
- b. in the case of the "other parent" following the birth of the child and within the fifty-two (52) week period after the birth date. The "other parent" is defined as the father of the child and/or spouse of the birth giver, including common-law spouse; and
- c. in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent. If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

## **20.3 Combined Maternity and Parental Leave**

An employee's combined entitlement to leave under Article 20.1 and Article 20.2 is limited to fifty-two (52) weeks plus any additional entitlements provided under Article 20.1 and/or Article 20.2 preceding.

## **20.4 Employment Deemed Continuous**

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 18 and Article 24. The Employer shall continue to make payments to Health and Welfare Plans in the same manner as if the employee were not absent where the employee elects to pay their share of the cost of the plans.

## **20.5 Reinstatement**

An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13.

Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with the above provision.

## **ARTICLE 21 – Occupational Health and Safety**

---

### **21.1 Statutory Compliance**

The Employer and employees recognize the need for a safe and healthful workplace and agree to take appropriate measures in order that risks of accidents and/or occupational disease are reduced and/or eliminated.

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### **21.2 Client Information**

The Employer shall provide employees with information in its possession regarding a client, which is necessary for the employee to safely carry out their duties.

### **21.3 Occupational Health and Safety Committee**

The parties agree that a Joint Occupational Health and Safety Committee (the “Committee”) will be established. The Committee shall govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the Workers Compensation Act. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages while attending meetings of the Committee.

Employees who are members of the Committee shall be granted leave without loss of pay or receive straight-time regular wages to participate in joint workplace inspections and joint accident investigations at the request of the Committee, pursuant to the WCB Occupational Health and Safety Regulations. Committee meetings, workplace inspections and accident investigations shall be scheduled during normal working hours whenever practicable.

The Committee shall have, as part of its mandate, the jurisdiction to receive complaints or concerns regarding workload problems which are safety-related, the right to investigate such complaints, the right to define the problem and the right to make recommendations for a solution. Where the Committee determines that a safety-related workload problem exists, it shall inform the Employer. Within twenty-one (21) days thereafter, the Employer shall advise the Committee what steps it has taken or proposes to take to rectify the safety-related workload problem identified by the Committee. If the Union is not satisfied with the Employer's response, it may refer the matter to the Industry Trouble shooter for a written recommendation.

No employee shall be disciplined for refusal to work when excused by the provisions of the Workers Compensation Act or regulations.

The Committee may use the resources of the Workers' Compensation Board and/or other sources to provide information to the Committee members in relation to their role and responsibilities. The Committee will assist in increasing the awareness of all staff on such topics as: workplace safety, safe lifting techniques, dealing with aggressive clients/residents, WHMIS and the role and function of the Committee. The Committee will assist in fostering knowledge and compliance with the Occupational Health and Safety Regulations by all staff.

The Employer, in consultation with the Committee, shall institute a written procedure for checking the well-being of employees assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

The Employer will provide orientation or in-service education which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

The Employer will promote processes that provide the most effective ways to safely perform work. These processes will include consideration of safety measures such as timely risk assessment tools, environmental ergonomic adjustments, care design and redesign for clients, sufficient staffing, and in-services/team meetings. The Committee shall have, as part of its mandate, the jurisdiction to make recommendations on these measures, supported by available resources (e.g., from WCB).

The Committee may make recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

#### **21.4 Aggressive Behaviour**

Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer shall provide employees with information in its possession regarding a client or resident which is necessary for the employee to safely carry out their duties. Upon admission, transfer or assignment the Employer will make every reasonable effort to identify the potential for aggressive behaviour.

Where employees may be at risk from aggressive behaviour, in-service education and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 4.28 of the Protection of Workers from the Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish the appropriate physical and procedural measures to

eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that this provision is at no cost to the Employer.

### **21.5 Thrift Store Security Camera**

The Employer agrees to maintain security cameras in the Thrift Store.

### **21.6 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their scheduled and assigned hours on that day, provided the injury results in the employee being approved for a Workers' Compensation Board claim.

Employees eligible for sick leave coverage pursuant to Article 25 shall have the option to access such coverage for the first day of absence due to injury. Where an employee is subsequently approved for a WCB claim for the same injury, the sick leave credits paid for the first day of injury shall be reinstated to the employee.

### **21.7 Investigation of Accidents**

Except in the case of a vehicle accident occurring on a public street or highway, the Employer must immediately initiate an investigation into the cause of every accident which resulted in injury requiring medical treatment by a medical practitioner or had a potential for causing serious injury.

Accident investigations must be carried out by persons knowledgeable of the type of work involved and, if feasible, include the participation of one (1) union occupational health and safety committee member or, if not available, a Union steward, and one (1) employer representative.

Copies of the accident investigation reports must be forwarded without undue delay to the Committee.

In the event of a work related employee fatality, the Employer shall notify the Union designate of the nature and circumstances of the accident as soon as possible.

### **21.8 Employee Workload**

The Employer shall ensure that an employee's workload is not unsafe as a result of employee absence(s). Employees may refer safety related workload concerns to the Committee for investigation pursuant to this Article.

## **ARTICLE 22 – Work Clothing and Employer Property**

---

### **22.1 Return of Employer Property on Termination**

Employees must return to the Employer all employer property in their possession at the time of termination of employment including, but not limited to, all electronic devices and keys. The Employer shall take such action as required to recover the value of articles which are not returned.

### **22.2 Employer to Continue to Supply Tools**

The Employer shall continue to supply tools to employees. The Employer shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof

that reasonable precautions were taken by the employee to protect the tools against loss or theft. All tools provided by the Employer shall remain on site unless specifically authorized by the appropriate manager.

### **22.3 Protective Clothing**

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same and/or where the WCB requires the Employer to provide same.

## **ARTICLE 23 – Payment of Wages and Allowances**

---

### **23.1 Wages**

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum hourly wage rate for such classification in accordance with the table of classifications set forth in Appendix “A” which is attached hereto and made part of this Agreement.

### **23.2 Paydays**

Employees will be paid in accordance with the Employer's current practices unless otherwise mutually agreed between the Employer and the Union at the local level or unless otherwise expressed in this article. Employees shall be paid by direct deposit.

The statements given to employees shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.

When a payday falls on a non-banking day, the pay and pay statement shall be given prior to the established payday.

Where the Employer has implemented or intends to implement a system of direct payroll deposit, the Employer shall have the right to require all employees to participate in the pay direct system.

The Employer will make every reasonable effort to accommodate employees with extenuating circumstances. Each employee shall choose the financial institution in Canada to which they wish their pay to be deposited, provided that the institution selected by the employee will accept a direct deposit and unreasonable administrative costs are not incurred. Where an employee identifies a monetary error in their pay, the Employer must provide payment within the next pay period or as soon as reasonably possible, whichever is sooner.

### **23.3 Temporary Promotion or Transfer**

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

### **23.4 Relieving in Higher and Lower Rated Positions**

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment of the new position after not less than one (1) workday, retroactive to the start of the relief period.

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

Employees temporarily assigned to the duties of supervisory personnel outside the bargaining unit shall receive, at a minimum, ten percent (10%) per month more than the highest rate for their classification, or one hundred (100) dollars, or portion thereof, whichever is greater, if so employed for one (1) or more workdays, retroactive to the start of the relief period. This shall not result in an employee receiving a higher hourly wage rate than the incumbent supervisor.

### **23.5 Promotions**

Part (a) shall apply where a job has an increment structure based on hours of service.

- a. A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion. Employee pay rates shall become effective from the first day in the new job and further increment increases shall be based on hours worked in the new job.

Part (b) shall apply where a job has an increment structure based on calendar length of service.

- b. A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than their wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increment date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of their prior job.

### **23.6 Transfers**

Part (a) shall apply where a job has an increment structure based on hours of service.

- a. A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure. Hours worked at the employee's present increment step in the former job shall be credited toward progression to the next increment step in the new job.

Part (b) shall apply where a job has an increment structure based on calendar length of service.

- b. A regular employee transferred to a job with the same pay rate structure as their former job shall remain at the same increment step in the pay rate structure and shall retain their former anniversary date.

### **23.7 Demotions**

An employee who is demoted to the lower-rated job shall go to the increment step of the lower-rated job commensurate with their overall seniority.

### **23.8 Indemnification and Reimbursement of Legal Fees**

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

- a. exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- b. assume reasonable costs, legal fees and other expenses arising from any such action.

Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.

### **23.9 Definition of Weekend Shift and Premiums**

An employee shall be paid a \$0.25 premium for shifts worked from 12 a.m. to 8 a.m.

## **ARTICLE 24 – Health and Welfare**

---

Attached as Appendix B and made part of this Agreement is the summary of the extended health coverage for employees and their dependants under the existing health plan and RRSP option. The current health plan is subject to change based on a change in insurance carrier. Neither the Union nor an employee may grieve the insurance carrier's denial of a health expense, weekly indemnity coverage, long term or short term disability.

## **ARTICLE 25 – Sick Leave**

---

### **25.1 Sick Leave Credits**

Regular full-time employees who have completed their probationary period shall accrue sick leave credits at the rate of one (1) sick day per month. Upon completion of their probationary period, a full-time employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave credits.

Part-time employees are entitled to accumulate sick days on a pro-rated basis according to their normal hours of work.

Casual employees do not accumulate sick days.

Sick leave may carry forward a maximum of twelve (12) sick days to the next year. Upon completion of the second year, any sick credits carried forward from the previous year shall expire.

Sick leave accrues during paid leaves but not during unpaid leaves extending longer than five (5) consecutive days or while on short or long term disability, or time off due to an injury compensable under Workers Compensation.

Any remaining sick leave credits at the time of a termination, resignation or retirement from employment will not be paid out.

## **25.2 Sick Leave Pay**

Sick leave with pay is only payable because of sickness. Employees who are absent from duty because of sickness may be required to prove sickness. Failure to meet this requirement can be cause for disciplinary action up to and including dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and must notify the Employer prior to their return.

## **25.3 Workers' Compensation Benefit**

Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.

While an employee is in receipt of WCB wage-loss benefits, paid holidays and vacation will not accrue. However, unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 24 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.

The provisions shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Workers Compensation Act, so long as the employee is otherwise entitled to benefits under those sections of the Workers Compensation Act.

Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, the employee shall ensure that WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.

Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period up to twenty-four (24) months. Such employees shall be considered as being on an unpaid leave in accordance except that seniority shall continue to accrue based on regular hours.

## **25.4 Sick Leave Deductions**

Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

## **25.5 Medical/Dental Appointments**

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted. Employees will take all reasonable efforts to schedule appointments outside of work time.

## **25.6 Accumulated Sick Leave**

The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

## **25.7 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia ("ICBC"), the liability of the Employer to pay sick pay shall rank after ICBC.

Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on their own behalf. The employee is required to take all reasonable action to recover any sick time paid by the Employer and inform the Employer of such action. To the extent that the employee recovers monies as compensation for wages lost, the employee is required to inform the Employer immediately and the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from ICBC, the employee's sick leave credits shall be proportionately reinstated.

## **ARTICLE 26 – General Conditions**

---

### **26.1 Copies of Agreements**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. Sufficient copies of this Agreement will be printed for distribution to employees, which will be paid for and provided by the Union.

The Agreements shall be printed in a Union print shop and shall bear a recognized union label.

The Employer will provide copies of the printed agreement within ninety (90) days of the signing of this Agreement. Ninety (90) days may be waived in extenuating circumstances.

### **26.2 Volunteers**

Volunteers will be supernumerary to positions in the bargaining unit. Bargaining unit members shall not be volunteers.

The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

Subject to the reasonable approval by the Employer, the Union recognizes and agrees that community members may participate in the day to day operations of the Employer for therapeutic value.

### **26.3 Job Sharing**

The Employer shall not enter into any Job Sharing arrangements with employees without the written agreement of the Union.

### **26.4 Special Employment Programs**

Where participants in a special employment program for youth or other individuals will perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

## **26.5 Tax Forms**

In accordance with the Income Tax Act, appropriate forms will be issued concerning compensation and allowances.

## **ARTICLE 27 – Terms of Agreement**

---

### **27.1 Duration**

The duration of this agreement is from March 26, 2017 to July 31, 2019.

### **27.2 Notice to Bargain**

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice, require the other party to commence collective bargaining. Should either party give notice to bargain, this Agreement shall thereafter continue in full force and effect and neither party shall make any changes in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom the collective bargaining is being conducted, or alter any other term or condition of employment until:

- a. The Union commences a lawful strike in compliance with the *Labour Relations Code* of British Columbia, or
- b. The Employer commences a lawful lock-out in compliance with the *Labour Relations Code* of British Columbia.

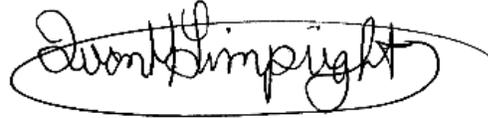
### **27.3 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining. It is agreed that the operation of Subsection 2 and 3 of Section 50 of the Labour Relations Code is excluded from this Agreement.

AGREEMENT SIGNED THIS \_\_\_\_\_ DAY OF April, 2017.

**ON BEHALF OF THE EMPLOYER**  
First United Church Community Ministry  
Society

**ON BEHALF OF THE UNION**  
United Food And Commercial Workers,  
Local 1518



---

Ivan Limpricht  
President

---

---

---

# APPENDIX "A"

## FIRST UNITED CHURCH COMMUNITY MINISTRY SOCIETY WAGE SCHEDULE

Staffing – Union Positions	Pay Rate Current	Benefit Type	Pay Rate August 1, 2016	Pay Rate August 1, 2017	Pay Rate August 1, 2018
<b>Office</b>			3%	2.50%	2%
Junior Accountant	\$26.53	UCC	\$27.33	\$28.01	\$28.57
Database Coordinator	\$19.00	UCC	\$19.57	\$20.06	\$20.46
Communications Coordinator	\$22.05	UCC	\$22.71	\$23.28	\$23.74
Resource Development Coordinator	\$22.31	UCC	\$22.98	\$23.55	\$24.02
Volunteer & Community Outreach Coordinator	\$22.00	UCC	\$22.66	\$23.23	\$23.69
Donation and Accounting Assistant	\$17.50	UCC	\$18.03	\$18.48	\$18.85
Income Tax Coordinator	\$21.42	UCC	\$22.06	\$22.61	\$23.06
<b>Community Services</b>					
Program Support Worker	\$20.15	gS	\$20.75	\$21.27	\$21.70
Program Support Worker	\$18.75	gS	\$19.31	\$19.80	\$20.19
Reception Part Time	\$18.57	gS	\$19.13	\$19.61	\$20.00
<b>Storage Facility</b>					
Storage Worker	\$13.53	gS	\$15.00	\$15.38	\$15.68
<b>Kitchen</b>					
Cook – Senior	\$18.36	gS	\$18.91	\$19.38	\$19.77
Cook – Junior	\$16.81	gS	\$17.31	\$17.75	\$18.10
Dishwasher	\$11.37	gS	\$15.00	\$15.38	\$15.68
<b>Janitorial</b>					
<b><i>Janitorial Work – Day Program</i></b>					
Janitor – Monday to Friday (12 hours per day)	\$14.56	gS	\$15.68	\$16.07	\$16.39
Janitor – Saturday and Sunday (2 hours per day)	\$14.56	gS	\$15.68	\$16.07	\$16.39
<b><i>Janitorial Work – Shelter Program</i></b>					
Janitor – Monday to Friday (6 hours per day)	\$14.56	gS	\$15.68	\$16.07	\$16.39
Janitor – Saturday and Sunday (10 hours per day)	\$14.56	gS	\$15.68	\$16.07	\$16.39
<b><i>Housekeeping Work- Shelter Program</i></b>					
Housekeeping Attendant – Monday to Sunday (11 hours per day)	\$13.54	gS	\$15.00	\$15.38	\$15.68

<b>Staffing – Union Positions</b>	<b>Pay Rate Current</b>	<b>Benefit Type</b>	<b>Pay Rate August 1, 2016</b>	<b>Pay Rate August 1, 2017</b>	<b>Pay Rate August 1, 2018</b>
<b>Advocacy</b>					
Advocate	\$24.97	gS	\$25.72	\$26.36	\$26.89
Advocate	\$24.97	UCC	\$25.72	\$26.36	\$26.89
Advocate	\$24.97	gS	\$25.72	\$26.36	\$26.89
Advocate	\$24.48	gS	\$25.21	\$25.84	\$26.36
<b>Thrift Store</b>					
Thrift Store Worker	\$13.54	UCC	\$15.00	\$15.38	\$15.68
<b>Shelter</b>					
<b>Evening Shift – Monday to Sunday</b>					
Shift Supervisor – Monday to Tuesday	\$22.29	gS	\$22.96	\$23.53	\$24.00
Shift Supervisor – Wednesday to Sunday	\$22.29	UCC	\$22.96	\$23.53	\$24.00
Shelter Resource Workers	\$16.72	gS	\$18.00	\$18.45	\$18.82
<b>Graveyard Shift – Monday to Friday</b>					
Shift Supervisor	\$22.29	gS	\$22.96	\$23.53	\$24.00
Shelter Resource Workers	\$16.97	gS	\$18.00	\$18.45	\$18.82
<b>Day Shift – Monday to Friday</b>					
Shelter Case Planners	\$20.15	gS	\$20.75	\$21.27	\$21.70
Week Day Shelter Resource Worker	\$16.97	gS	\$18.00	\$18.45	\$18.82
Shelter Resource Worker (Women's Area)	\$16.97	gS	\$18.00	\$18.45	\$18.82
<b>Day Shift – Saturday and Sunday</b>					
Shift Supervisor	\$22.29	gS	\$22.96	\$23.53	\$24.00
Shelter Resource Workers	\$16.72	gS	\$18.00	\$18.45	\$18.82
<b>Housing</b>					
<b>Property Management</b>					
Security	\$15.61	gS	\$16.08	\$16.48	\$16.81
Caretaker	\$17.35	gS	\$17.87	\$18.32	\$18.69
Relief Caretaker	\$10.85	gS	\$15.00	\$15.38	\$15.68
Maintenance	\$22.29	gS	\$22.96	\$23.53	\$24.00
Pest Control Coordinator	\$18.73	gS	\$19.29	\$19.77	\$20.17
<b>Tenant Support</b>					
Community Worker	\$22.28	n/a	\$22.95	\$23.52	\$23.99
Community Worker	\$22.28	gS	\$22.95	\$23.52	\$23.99

## APPENDIX “B”

The eligibility for all Health and Welfare benefits is a minimum of 20 hours per week, permanent status following the successful completion of a three month probationary period. For further information, please contact Human Resources.

### MEDICAL SERVICES PLAN – MSP

This is the basic provincial Medical Services Plan. Premiums are shared equally between the employee and First United. Participation is optional. Coverage is effective on the first day of the month following the successful completion of a probationary period.

When on STD, employees pay 50% of the cost of the monthly premium and when on LTD, employees pay 100% of the cost of the monthly premium.

Premiums:

Coverage	Employee Share of Maximum Monthly Premium	FUCCMS Share of Maximum Monthly Premium
Single	\$37.50	\$37.50
Double/Family	\$75.00	\$75.00

### HEALTH AND WELFARE BENEFITS

The First United Church Community Ministry Society has two benefit plans in place and each one is allocated to specific employee groups depending on where the funding for those positions originate.

**GroupSource - POLICY 880206 (2017 Rates):** This benefit plan is provided to staff whose positions are primarily funded through Grants. (Eg. Shelter, Kitchen, Janitorial, Housekeeping, Programs, Storage and Housing)

**United Church of Canada:** This benefit plan is provided to staff whose positions are primarily funded through the operating budget. (Eg. Finance, Fund Development, Advocacy and Thrift Store)

### GROUPSOURCE BENEFITS – POLICY 880206

#### Extended Health Benefits

The extended health plan covers many items that the basic MSP does not including prescription drugs or medicines and eye exams. Premiums are fully paid by the FUCCMS. This plan is compulsory unless an employee is able to confirm coverage under another

extended health plan. Coverage is effective following three months of continuous work.  
Registration with BC Fair Pharmacare is mandatory.

**Detailed Coverage:**

- Prescription Drugs: 80% coverage for drugs legally requiring prescription, generic drugs, drug card included, annual maximum of \$2,500.
- Ambulance Service: 80% coverage for transportation to nearest hospital if medically necessary.
- Licensed Paramedical Practitioners: 80% coverage to a \$500 annual maximum of each licensed practitioner to include chiropractor, naturopath, speech therapist, psychologist, acupuncturist, massage therapist, physiotherapist, massage therapy (doctor referred only), and podiatrist.
- Eye Exams: 80% coverage to a maximum of \$60 every 24 months – no coverage for vision wear.
- Hospital Coverage: 100% coverage for private accommodation
- Medical Services and Supplies: 80% coverage for all services and supplies
- Orthotics Inserts/Shoes: 80% coverage to a \$400 maximum every calendar year for Orthopaedic Shoes and \$400 maximum every 2 years for Orthotics
- Hearing Aids: \$500 every 60 months
- Emergency Out of Country Medical Coverage: 100% coverage to a \$2,000,000 annual maximum
- Termination: Age 70 or earlier retirement

**Premiums:**

Coverage	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Single	\$0.00	\$26.13
Double/Family	\$0.00	\$65.31



Premiums:

Coverage	Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
Taxable Benefit	\$0.00	\$3.05

**Short Term Disability**

The premiums for the Short Term Disability Benefit is fully paid for by the employer. Short Term Disability benefits may be applied for:

- The first day of disability due to an accident
- The first day of hospitalization (must be hospitalized for 24 hours or more)
- The 8<sup>th</sup> day of disability due to illness

66 2/3% of weekly earnings, rounded to the next highest \$1 if not already a multiple there to a maximum of \$800 per week.

Benefits are payable for a maximum benefit period of 26 weeks.

Coverage terminates at the earlier of retirement or age 70.

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
\$ 0.00	2.5% for 2/3 of contracted earnings

**Long Term Disability**

The plan provides for the security of continued income during periods of long term absence due to illness or injury. Participation in the Long Term Disability Plan is compulsory. Premiums are fully paid by the employee. Coverage is effective following three months of continuous employment.

Detailed Coverage:

Maximum: \$6,000 with medical acceptance

Minimum: \$3,000 available non-medically

Elimination Period: 26 weeks of continuous disability

Definition: 1 years own occupation

Tax Status: Non-taxable as employee pays premiums

Termination: Age 65 or earlier retirement

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
2.48% for 2/3 of contracted earnings (nontaxable)	\$0.00

**Employees on the Group Source Benefit Plans are eligible for one of the following - Health Spending Account OR Lifestyle & Wellness Spending Account**

**Health Spending Account**

Non- taxable benefit. Eligibility starts after three months of continuous employment.

\$250 per year for health and dental expenses, pro-rated to number of months the employee is employed. Examples are vision, acupuncturist, chiropractor, dietitian, Occupational Therapist, Optometrist, etc. See Human Resources for more information.

**Lifestyle and Wellness Spending Account**

Taxable benefit. Eligibility starts after three months of continuous employment.

\$250 per year for a lifestyle and wellness spending account prorated to number of months that the employee is employed. Examples of things covered are: fitness, cost of fitness equipment, sports and recreation, cost of a bicycle, health services, herbalist, reflexology, transit passes, childcare/day-care (work life balance), etc. Please see Human Resources for more information.

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
\$ 0.00	Employer pays 110% of the benefit use for the one plan that the employee has chosen.

### **Employee Assistance Plan**

The Employee Assistance Plan (“EAP”) provides counselling services to help employees deal with a variety of personal problems including finances, illness, mental or emotional stress, and marital or family distress. Participation in the EAP is compulsory.

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
\$ 0.00	\$ 5.65

### **UNITED CHURCH OF CANADA BENEFITS**

The UCC plan provide two options for coverage, the core plan, which is fully funded by FUCCMS or the core plus premium plan which provides extra benefits. The core plus premium plan has a cost to the employee and the addition benefits and cost are noted below.

#### **Pension**

Participation in the United Church of Canada pension plan is mandatory. Contributions begin following a three month probation period.

Employee Contributions	FUCCMS Contributions
6% of Pensionable Earnings	9% but Part goes to Plan Administration

#### **Restorative Care Plan (STD)**

This is a taxable benefit with 100% salary continuation for 6 months. There is a 2 week qualifying period during which there is salary continuance. *The employee stays on First United payroll and the employer gets reimbursed 85% of insured earning.*

Employee Contributions	FUCCMS Contributions
NIL	.89% of pensionable earnings

#### **Long Term Disability (LTD)**

For the first 24 months of LTD benefits (after the 6-month qualifying period has elapsed), you must be considered by the adjudicator as being unable to work at your own occupation because of disease or accidental injury. LTD benefits will continue after this 24-month period only if you are considered by the adjudicator as being unable to perform any occupation for which you may be trained or qualified.

LTD payments are tax-free as the premiums are fully paid for by the employee. (Do not report the LTD amounts on your tax return).

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
2.5% for 60% of your monthly pre-disability pensionable earnings, to a maximum of \$5000 per month.	\$0.00

**Employee Assistance Plan**

The Employee Assistance Plan (“EAP”) provides counselling services to help employees deal with a variety of personal problems including finances, illness, mental or emotional stress, and marital or family distress. Participation in the EAP is compulsory.

Employee Share of Monthly Premium	FUCCMS Share of Monthly Premium
\$ 0.00	\$ 5.65

**CORE BENEFITS**

The core benefits of the UCC plan include Health and Dental Benefits, Life and Dependant Insurance, Employee Assistance Program. The cost of the premiums of the core plan are fully paid by the Employer. For Health and Dental benefits, the core plan has a \$250 total deductible per calendar year.

Employee Share of Monthly Premium	FUCCMS Monthly Premiums Paid
0	4.3% of pensionable earnings

**PREMIUM PLAN (Optional)**

The optional premium plan has additional benefits to the employee and the employee is responsible for the cost of the premiums for this plan. The premium plan reduces the total deductible to \$50 per calendar year.

Coverage	Employee Cost of Premium Plan	FUCCMS Cost
Single	\$16.62 per pay cheque	\$0.00
Family	\$47.35 per pay cheque	\$0.00

## **Life Insurance**

The benefit is 100% annual pensionable earnings to age 65, payable to beneficiary.

Spouse	\$5,000	Child	\$5,000
--------	---------	-------	---------

## **Dental Plan**

Class 1 – Preventative  
Class 2 – Basic Services  
Class 3 – Crowns – Special Services – 50% coverage

## **Core**

Class 1 has 80% coverage and \$75 deductible for Family  
Class 2 has 80% coverage and \$250 deductible combined with Class 3  
Class 3 has 50% coverage

## **Premium Plan**

Class 1 has 100% coverage and no deductible  
Class 2 has 80% coverage and \$50 deductible combined with Class 3  
Class 3 has 50% coverage  
Also includes Orthodontics 50% up to a maximum of \$2000 per family member

## **Extended Health Plan**

The extended health plan covers many items that the basic MSP does not including prescription drugs or medicines and eye exams. This plan is compulsory unless an employee is able to confirm coverage under another extended health plan. Coverage is effective following three months of continuous work.

## **Core**

Pharmaceuticals - 80% of generic cost of 80% of brand, whichever is lower. Does not cover the dispensing fee.  
Para-medicals – 80% up to \$500 per person/per year/per practioner  
Vision - \$100 for eye exam every 24 months  
Psychological Services – 80% up to \$3000 per person/per calendar year

## **Premium Plan**

Pharmaceuticals - 100% of generic or 90% of brand. Does not cover the dispensing fee.  
Para-medicals – 80% up to \$750 per person/per year/per practioner  
Vision – 100% up to \$200 per person/per 24 months  
Psychological Services – 80% up to \$5000 per person/per calendar year

# Index

## A

Abandonment of Position .....	11
Accumulated Sick Leave .....	33
Aggressive Behaviour .....	28
Ambulance Service .....	40
Arbitration .....	10

## B

Bargaining Agent .....	3
Bargaining Unit .....	3
Benefits on Leave of Absence.....	25
Bereavement Leave .....	24
Bulletin Boards.....	5

## C

Check-Off.....	6
Compassionate Care Leave.....	24
Complaints.....	2
Confidentiality .....	11
Contracting Out.....	16
Core Benefits .....	45
Critical Incident Leave.....	25

## D

Demotions.....	31
Dental Plan .....	41, 46
Departments .....	12
Dependant Life Insurance .....	41
Discharge.....	9
Discipline .....	9, 10
Dismissal .....	10
Displacement .....	15
Duration .....	35

## E

Education Leave .....	23
Emergency Out of Country Medical Coverage .....	40
Employee Assistance Plan.....	44, 45
Employee Workload.....	29
Employer Property .....	29
Employer's Rights .....	6
Error in Earnings.....	9
Extended Health Benefits.....	39
Extended Health Plan .....	46
Eye Exams.....	40

## F

Family Responsibility Leave .....	24
Flextime .....	18

## G

Grievance Investigation.....	14
Grievance Procedure .....	8
Grievances.....	7
Group Life Insurance.....	41
Group RRSP .....	41

## H

Harassment.....	2
Health and Welfare Benefits.....	39
Health Spending Account.....	43
Hearing Aids .....	40
Hospital Coverage.....	40
Hours of Work .....	16
Human Rights Code .....	1

## I

ICBC .....	34
Investigation of Accidents.....	29

## J

Job Posting .....	13
Job Sharing.....	34
Job Training .....	15
Joint Labour Management Committee .....	7
Jury Duty.....	24
Just Cause .....	10

## L

Lay-Off Notice .....	15
Leaves of Absence.....	5
Legal Fees .....	32
Licensed Paramedical Practitioners.....	40
Life Insurance.....	46
Lifestyle and Wellness Spending Account.....	43
Long Term Disability.....	42
Long Term Disability (LTD).....	44
Loss of Seniority.....	12

**M**

Maternity Leave .....	25
Maximization of Hours.....	19
Meal Periods .....	18
Medical Services and Supplies .....	40
Medical/Dental Appointments.....	33
Membership Applications .....	5
Msp.....	39

**N**

New Employees .....	6
Notice to Bargain .....	35
Notice to Union .....	14

**O**

Occupational Health and Safety.....	27
Orthotics .....	40
Overtime .....	19

**P**

Parental Leave.....	26
Paydays .....	30
Pension.....	44
Personnel File.....	11
Picket Lines .....	5
Premium Plan .....	46
Premium Plan (Optional).....	45
Prescription Drugs .....	40
Probationary Period .....	14
Promotions.....	31
Protective Clothing.....	30

**Q**

Qualifying Period.....	14
------------------------	----

**R**

Re-Employment .....	13
Reinstatement.....	26
Reservists' Leave.....	25
Respectful Workplace .....	3
Rest Periods .....	18
Restorative Care Plan (STD).....	44
Restriction of Availability .....	19
Retention of Seniority.....	16

**S**

Scheduling .....	16, 17
------------------	--------

Selection Criteria.....	14
Seniority .....	12
Seniority Lists.....	12
Sexual Harassment .....	2
Short Term Disability .....	42
Sick Leave Credits .....	32
Sick Leave Deductions.....	33
Sick Leave Pay .....	33
Special Employment Programs .....	34
Statutory Holidays .....	20
Stewards .....	4
Suspension .....	9, 10

**T**

Tax Forms.....	35
Technological Change.....	15
Temporary Appointments .....	14
Temporary Promotion.....	30
Termination .....	40
Terms of Agreement.....	35
Tools .....	29
Transfers.....	31
Troubleshooter .....	9

**U**

Union Activity .....	4
Union Dues .....	6
Union Insignia .....	5
Union Representatives .....	7
United Church of Canada Benefits .....	44
Unusual Job Requirements .....	17

**V**

Vacation Entitlement .....	21
Vacation Scheduling.....	22
Volunteers.....	34

**W**

Wage Schedule.....	37
Wages.....	30
Weekend Shift.....	32
Work Clothing.....	29
Workers' Compensation Benefit .....	33