

COLLECTIVE AGREEMENT

BETWEEN

Earnest Ice Cream Ltd.

1829 Quebec Street, Vancouver, BC V5T 2Z3,
3992 Fraser Street, Vancouver, BC V5V 4E4

and

United Food and Commercial Workers, Local 1518

350 Columbia Street
New Westminster, BC V3L 1A6

March 27, 2024 to November 30, 2027

Ratified by member vote: **March 27, 2024**



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AGREEMENT

THIS AGREEMENT made and concluded this 27th day of March, 2024

BETWEEN: **Earnest Ice Cream Ltd.**
1829 Quebec Street, Vancouver, BC V5T 2Z3
3992 Fraser Street, Vancouver, BC V5V 4E4

(hereinafter referred to as the “Employer”)
OF THE FIRST PART

AND: **UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, CLC, LOCAL 1518 INDUSTRIAL
SECTOR**
350 Columbia Street
New Westminster, BC V3L 1A6

(hereinafter referred to as the “Union”)
OF THE SECOND PART

WITNESSETH:

Article 1 - Preamble and Bargaining Agency

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all bargaining unit employees of Earnest Ice Cream Ltd. in a unit composed of employees at 1829 Quebec Street, Vancouver, BC V5T 4S6 and employees at 3992 Fraser St, Vancouver, BC V5V 4E4, except those excluded by the BC *Labour Relations Code*.
- 1.2 The purpose of this Agreement is to set out the terms and conditions of employment, including hours of work, rate of pay, benefits, and an amicable method of settling disputes, which may arise from time.
- 1.3 The Employer and the Union recognize that a relationship of goodwill, respect, co-operation, and dignity is essential between the Employer, the employees, and the Union.

Article 2 - Management Rights

- 2.1 The Union recognizes that the management of the Employer and directions of its workforce are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
 - a) Operate and manage its affairs in as efficient and economic manner as it deems fit;

- b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, and recall employees;
 - c) Suspend, discharge, or otherwise discipline non-probationary employees for just cause;
 - d) Suspend, discipline, or discharge a probationary employee for any reason satisfactory to the Employer, provided the Employer does not act in bad faith or for discriminatory reasons;
 - e) Establish and administer tests for the purposes of assisting the Employer in determining employee qualifications and/or fitness to work, including medical examinations by independent qualified physicians or medical specialists where appropriate;
 - f) Determine the nature and kind of business to be conducted by the Employer; the services to be rendered and the method by which such services shall be rendered;
 - g) Identify the need for training, including recurrent training, and assign such training to employees as the Employer sees fit;
 - h) Determine whether to perform work or services or have work or services performed by others;
 - i) Determine the schedules of operations; the number of shifts; the schedules of work; the number and kind of personnel to be employed; the number of hours worked; starting and quitting times; when overtime shall be worked; reasonable standards of performance; the quantity and quality of services provided by employees;
 - j) Make, enforce, and alter from time to time, reasonable rules, regulations, policies, and procedures to be observed by employees; and
 - k) Implement changes to jobs, job content, or job assignments.
- 2.2 The management of the Employer's operation and the selection and direction of all employees shall continue to be vested with the Employer, except where specifically abridged by the terms of this Collective Agreement.
- 2.3 The Union also acknowledges that managers or other excluded personnel may perform bargaining unit work, as needed. It is agreed the hiring and assignment of managerial or excluded personnel shall not be used for the purpose of eroding the integrity of the bargaining unit.

Article 3 - Union Membership and Dues

- 3.1 Bargaining unit employees, as a condition of employment, must remain members of the Union for the duration of their employment or until they obtain positions with the Employer outside the bargaining unit.
- 3.2 The Employer agrees to provide the Union, in writing, with the contact information and

classification of each employee in the bargaining unit along with the employee's date of hire. The Employer further agrees to provide the Union with a list containing names of all employees who have terminated their employment during the preceding six (6) months.

- 3.3 All employees covered by the Collective Agreement shall be required to pay the regular Union membership dues designated by the Union. These dues shall be deducted from the employees' pay and remitted to the Union.
- 3.4 The Employer is authorized to and shall deduct monthly Union dues and applicable initiation fees from each employee's pay, in the amount stipulated by the Union. Deductions shall be made effective the first (1st) of the month, following date of hire, from all employees.
- 3.5 Monies deducted during any month shall be forwarded to the Union on or about the fifteenth (15th) of the month following for which dues are deducted and accompanied by a written statement of the names for whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore.

Article 4 - Seniority

- 4.1 Seniority shall be defined as the length of time of an employee's service within the bargaining unit, calculated by the amount of hours worked from the day the employee was first employed, unless their seniority is broken.
- 4.2 Seniority is applied on a store and classification basis, unless otherwise specified in this Agreement.
- 4.3 Seniority lists shall be revised and brought up-to-date every six (6) months and the Employer shall supply a copy of same to the Union.
- 4.4 Seniority rights shall cease and an employee shall be deemed terminated if an employee:
 - (a) voluntarily terminates their employment;
 - (b) is discharged and such discharge is not reversed through the Grievance Procedure;
 - (c) is laid off for a continuous period of more than six (6) months;
 - (d) is absent due to sickness or injury for a continuous period of more than twenty-four (24) months and are deemed unlikely to be able to return within the subsequent six (6) months; or
 - (e) is absent without leave for three (3) consecutive days without satisfactory reason or without notifying the Employer of the absence in advance, and the satisfactory reason for it, provided the Employer has made a reasonable attempt to contact the employee at the last phone number, email, and emergency contact on file with the Employer.

Article 5 - Probationary Period

- 5.1 New employees shall be on probation and shall not acquire any seniority rights until they have completed six (6) months of employment.
- 5.2 During the probationary period, an employee may be dismissed if found to be unsuitable, and such employee may be discharged at any time during the probation period without notice. The suitability of a probationary employee shall be determined by the Employer; however, the Employer shall not act in a manner that is arbitrary, discriminatory, or in bad faith.
- 5.3 Upon satisfactory completion of the probationary period, the employee's seniority shall be calculated from the original day of employment.

Article 6 - Grievance Procedure

- 6.1 Any alleged violation of the Collective Agreement, including any discipline imposed by the Employer that the Union alleges to be in breach of this Agreement, shall be subject to this Grievance Procedure.
- 6.2 Consistent with an amicable method of settling disputes, the Parties shall make an earnest effort to resolve matters before they reach the grievance stage. An employee who wishes to raise a grievance shall first seek settlement through informal discussion with the Store Manager at their store. However, an employee may proceed to Step 1 of the Grievance Procedure if the Store Manager is not available within seven (7) calendar days of the employee requesting the informal discussion. The employee may request to have a Shop Steward, or alternatively a witness of their choosing, present for these discussions.
- 6.3 Grievances shall be investigated and processed in a manner that does not interfere with production or service. It is recognized that this may require some grievance meetings to occur on unpaid, non-work time. However, it is recognized that where it is reasonable to do so, grievance meetings and informal discussions may also be scheduled to occur during an employee's regularly scheduled work time, subject to operational requirements, and where this occurs, such time shall be paid.
- 6.4 Any grievance must be brought to the Employer's attention within seven (7) calendar days of the alleged breach of the Collective Agreement.
- 6.5 It is agreed that the purpose of the Grievance Procedure shall be to settle all grievances promptly, and that consultation at any step on the following procedure shall take place respectfully and speedily so that friction or animosity shall be reduced to a minimum. Any grievance not filed or processed within the time limits set out in this Article shall be deemed to be abandoned, unless both Parties mutually agree to extend the time limits, in writing.
- 6.6 There shall be up to two (2) Shop Stewards at each store location, elected by the Union in a manner determined by it. The Employer shall be kept informed of the names of the Shop Stewards.

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

(a) Step 1:

Any grievance shall first be discussed verbally between a Shop Steward and the Store Manager. A verbal or written decision must be rendered within five (5) working days, unless mutually agreed otherwise between the Employer and the Shop Steward. Failing settlement at this step, the matter shall then proceed to Step 2.

(b) Step 2:

The Shop Steward may file a written grievance with the Store Manager. A written decision shall be rendered within fifteen (15) working days, unless mutually agreed otherwise between the Employer and the Union. All grievances and decisions at this step are to be in writing.

Should either Party intend to proceed to arbitration, they must advise the other Party in writing within twenty (20) working days from the date the decision was rendered under Step 2 of the Grievance Procedure. Both Parties shall then proceed as outlined in Article 7.

(c) Saturdays, Sundays, and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Agreement.

6.8 When the Employer deems it necessary to discipline an employee, an employee may elect to have a Shop Steward present for any formal disciplinary meeting. If no Shop Steward is on shift, the employee may then elect to have a witness present.

6.9 A grievance alleging termination without cause shall be filed at Step 2, with the aggrieved employee not being present.

6.10 The Employer shall give the Shop Steward or their designee a copy of the letter of suspension or discharge of any employee within two (2) business days of such action being taken.

6.11 Any grievance filed by the Employer shall be provided directly to the Union's Business Representative, or the Union's Office, in writing.

6.12 When settlement is reached at any stage of these proceedings, between the Employer and the Union, such decision shall be final and binding for that particular matter but shall be otherwise without prejudice and precedent.

Article 7 - Arbitration

7.1 Upon receipt of written notice, from either Party, that it wishes to have a grievance proceed to arbitration, the following procedure shall apply:

(a) The grievance shall be heard by a single arbitrator;

- (b) The Parties shall exchange names of three potential arbitrators within ten (10) working days of the date either Party provides written notice of their intent to proceed to arbitration.
 - (c) If the Parties are unable to agree upon a choice of a sole arbitrator within fifteen (15) working days of the exchange of potential arbitrators, the Parties shall request the Minister of Labour to appoint a sole arbitrator.
- 7.2 Each Party shall pay one-half (1/2) of the fees and expenses of the sole arbitrator.
- 7.3 The arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of this Agreement, however the arbitrator may interpret the provisions of this Agreement.
- 7.4 The time limits in this Article may be extended only by the written mutual agreement of the Parties.

Article 8 - Harassment and Discrimination Procedure

- 8.1 The Employer and the Union agree that all individuals deserve to be treated with respect and dignity, and to work in an environment free from harassment and discrimination, as defined by the BC *Human Rights Code*.
- 8.2 For purposes of this Article:
- (a) Harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated; but excludes any reasonable action taken by the Employer or supervisory/managerial personnel relating to the management and direction of employees or the place of employment.
 - (b) Discriminatory harassment means inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated, which is related to any of the prohibited grounds in the BC *Human Rights Code*.
- 8.3 The Employer and the Union agree that harassment and discriminatory harassment are serious violations of an employee's rights, dignity, and personal well-being, and are unacceptable in the workplace.
- 8.4 No employee shall be subject to any form of retaliation because they have, in good faith, brought a credible complaint of harassment, including discriminatory harassment, to the attention of the Employer.
- 8.5 Harassment Complaint Procedure:
- (a) For purposes of this Article, an employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.

- (b) A complaint of harassment, including discriminatory harassment, is not a grievance. This Harassment Complaint Procedure must be followed.
- (c) Until a harassment complaint is resolved, the Employer may take interim measures as it deems necessary, which may include separating the complainant and respondent. The interim measures taken by the Employer may be grieved, but such grievance shall not proceed until after the Harassment Complaint Procedure is exhausted.

(d) Informal Resolution

Before proceeding with a formal complaint, an employee who believes they have a complaint of harassment against an employee of the Employer (including management or owners) may approach their supervisory personnel, and Shop Steward or Union staff representative, to discuss potential means of resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

If the complaint is not resolved at this stage, the Employer shall investigate the allegation and may take steps to resolve the concern, as it may deem to be appropriate. The Employer shall discuss the proposed resolution with the complainant. If the resolution is implemented to the complainant's satisfaction, the matter is deemed to be resolved.

(e) Formal Resolution

Where a complaint is not resolved informally, the Employer may decide to further investigate the allegation internally. Any discipline resulting from the investigation shall be subject to the grievance procedure.

Such investigation shall include timely interview of the parties involved. The outcome of the investigation shall be provided to the Parties in writing within fourteen (14) days of the investigation being concluded. Timelines may be changed by mutual agreement.

Alternatively, the Union and the Employer may jointly decide to refer the complaint to a mutually agreed independent adjudicator. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, then the adjudicator shall have the power to:

- i. make factual findings with respect to whether or not bullying or harassment occurred;
- ii. dismiss the complaint; and/or
- iii. recommend an appropriate level of discipline to be applied to the respondent, which may include termination for just cause.

- (f) It is agreed that disciplinary action taken by an Employer against a respondent that is consistent with the recommendation of the independent adjudicator shall not form the basis of a grievance.

- (g) All complaints shall be kept confidential by the complainant, respondent, Employer, Union, and witnesses.
- (h) The Union and the Employer shall split the cost of the independent adjudicator.

Article 9 - Hiring and Transfers

- 9.1 It is understood and agreed that vacancies within the bargaining unit shall be posted internally to the bargaining unit for a period of seven (7) days before such vacancies are posted externally. The Employer may post internally at its other non-union locations at the same time of the internal posting to the bargaining unit.
- 9.2 It is also understood and agreed that vacancies within excluded positions, including the Manager and Assistant Manager positions, shall be posted internally for a period of seven (7) days before the position is posted externally.
- 9.3 In selecting the successful applicant for a posted position, where there are two or more equally qualified candidates, preference shall be given to an internal candidate, whether or not that candidate is a member of the bargaining unit. Where there are two or more equally qualified candidates who are both members of the bargaining unit, the Employer shall, all else being equal, select the candidate with greater seniority.
- 9.4 Where an employee is transferred to a different store location within the bargaining unit, they shall be credited with their prior accumulated seniority upon transfer to the new store.
- 9.5 Job postings shall be made available to employees via electronic means and/or on the Employer's back-of-house bulletin boards at all store locations.

Article 10 - Layoff and Recall

- 10.1 When the Employer deems it necessary to reduce the workforce, the Employer shall inform the Union of the need for layoffs. When a reduction in the workforce is required, the order of layoff shall be determined by seniority within the affected store classification, provided the remaining employee(s) have the skill, ability, and qualifications to perform the remaining work.
- 10.2 Employees who retain recall rights shall be recalled in order of their store classification seniority, subject to their having the skill, ability, and qualifications to perform the work required, without training.
- 10.3 Any employee laid off and recalled for work must return within three (3) work days after being recalled, or their seniority and employment shall cease.
- 10.4 Severance Pay

Upon receiving a notice of layoff, a non-probationary employee may elect to receive severance notice or severance pay in accordance with the following table:

Length of Service	Severance Notice/Pay
Three (3) months or less	None
More than three (3) months	One (1) week's notice or wages
More than one (1) year	Two (2) weeks' notice or wages
More than three (3) years	Three (3) weeks' notice or wages, plus one (1) additional week's notice or wages for each additional year of employment, to a maximum of eight (8) weeks' notice or wages

- 10.5 The severance notice or pay option set out above shall not apply to seasonal or probationary employees, any temporary layoffs, employees who accept other full-time or part-time employment with the Employer, employees who lost employment and are reinstated within thirty (30) days to their former position, or to a regular employee who declines to accept comparable employment with a successor Employer.
- 10.6 Employees must notify the Employer of their intention to receive severance notice or pay within two (2) weeks of the date they are notified of their layoff or loss of employment. Should an employee opt to receive severance pursuant to Article 10.4 above, any right to recall shall cease, and their seniority rights shall immediately cease.

Article 11 - Hours of Work and Overtime

- 11.1 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days per week, nor as a guarantee of work schedules.
- 11.2 Weekly work schedules shall be posted by Monday at least two weeks in advance. Monday shall be considered the first day of work for the basic work week.
- 11.3 All newly hired full-time or part-time employees must submit an hours of availability form, which provides for availability of not less than two (2) regular shifts per week for part-time employees.
- 11.4 The Employer may canvas employees for any requests to change their hours of availability on a quarterly basis. Any requests to change an employee's hours of availability shall be subject to business and operational requirements.
- 11.5 Any request to change available hours that would result in a change to an employee's status as a full-time or part-time employee shall be subject to the Employer's good faith assessment of staffing needs and business and operational requirements.
- 11.6 Last-minute available shifts/call-in shifts shall be replaced on a first-confirmed available basis.

- 11.7 Employees may exchange a scheduled shift with another employee in the same store and in the same classification provided, (a) the shift exchange does not result in any overtime or premium pay being incurred for any employee; (b) both employees agree to the shift exchange and; (c) the Store Manager is notified at least twenty-four (24) hours in advance of the shift exchange and approves, in writing, of the shift exchange. Manager approval in relation to this provision shall be exercised in good faith.
- 11.8 Employees who wish to exchange a scheduled shift with an employee who regularly works in a different classification, must request that exchange at least forty-eight (48) hours in advance. Approval of an exchange of shifts in these circumstances shall be subject to the Store Manager's discretion, including their good faith assessment of operational needs. No employee shall be entitled to a higher rate of pay due to a shift exchange that results in an employee working a shift that would have otherwise been worked by an employee in a different classification.
- 11.9 Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one and a half (1½) the regular rate.
- Employees are paid two (2) times their regular pay for hours worked more than twelve (12) hours in a day.
- An employee who works more than forty (40) hours in a week shall be paid one and half (1½) times their regular rate of pay for the excess hours. This applies even if an employee never works more than eight (8) hours in a day. If an employee does work more than eight (8) hours in a day, only the first eight (8) hours worked each day are used to calculate total hours for weekly overtime.
- 11.10 The Union recognizes the Employer shall schedule staff and any contract labour in a manner that minimizes overtime. Where overtime is required, the Employer shall endeavour to distribute the overtime reasonably, among qualified employees who normally perform the required work.
- 11.11 An employee's overtime rate shall be calculated based on the applicable base rate. There shall be no compounding or pyramiding of any premiums.
- 11.12 Employees shall have at least ten hours of rest between shifts, unless otherwise mutually agreed between the Employer and the employee. For clarity, a paid work-related event such as a workplace meeting, training, or other paid work-related event is not a scheduled shift for purposes of this provision and, this provision shall not apply where an employee attends a paid workplace meeting, training, or other paid work-related event, on the same day as a scheduled shift.
- 11.13 Any employee who reports for work as required and who is dismissed for the day, for any reason, shall receive payment for either the number of hours worked or two (2) hours' pay, whichever is the greater.

Article 12 - Breaks

- 12.1 Employees shall be entitled to the following breaks:

- (a) An employee who works more than five (5) consecutive hours shall be entitled to a thirty (30)-minute paid break.
- (b) An employee who works more than three (3) consecutive hours but no more than five (5) consecutive hours shall be entitled to a fifteen (15)-minute paid break.

12.2 It is recognized that employees must be available to work during their break period, if required due to unforeseen circumstances.

Article 13 - Vacations

13.1 Employees shall earn annual vacation time and vacation pay in an amount as set out below:

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
5 calendar days	2 weeks	4%
3 years	3 weeks	6%
5 years	4 weeks	8%

13.2 Employee vacation pay accrual shall be based on a percentage of earnings, and paid on each paycheque. Vacation time shall be taken as required by the *BC Employment Standards Act*.

13.3 Vacation Scheduling

- (a) The Employer shall post blank vacation schedules by February 1st of each year at each store location. Employees shall enter first preferences by February 15th, with the requested vacation to be confirmed by the Employer no later than March 1st in each year. The Employer shall endeavour to grant vacations at the time requested in the vacation period, considering business and operational requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- (b) Employees may request to take vacation, outside of the process in Article 13.3(a) above, by submitting their request to their Store Manager at least two (2) weeks in advance of the requested vacation start date. Such requests may be granted by the Employer on a first-come, first-served basis, subject to operational requirements.
- (c) The Union recognizes the Employer shall limit the number of employees off for vacation at once in any classification, and that vacation approval is subject to business and operational requirements.

13.4 Employees must take their annual vacation entitlement, and vacation pay shall only be paid out as per Articles 13.1 and 13.2 above. There shall be no carry over of vacation from one calendar year to the next.

Article 14 - Job Classifications

14.1 The bargaining unit is composed of the classifications/positions set out in the attached wage schedule. These classifications presently are:

- (a) Probationary Employee
- (b) Seasonal Employee
- (c) Scooper
- (d) Scooper 2
- (e) Supervisor/Team Leader

14.2 For purposes of this Agreement:

- (a) A "Full-Time" Employee shall be an employee who is regularly scheduled and available to work at least thirty (30) hours each week.
- (b) A "Part-Time" Employee is an employee who is regularly scheduled and available to work at least twenty (20) hours a week.
- (c) A "Casual" Employee is an employee who works less than twenty (20) hours per week.

This provision is not a guarantee of work hours.

14.3 Where new classifications are introduced into the bargaining unit, the Employer and the Union shall meet in good faith to discuss the rate of pay for any newly introduced classification.

14.4 It is recognized that all employees, other than casual employees, shall, upon their hire, be required to provide availability to work of not less than two (2) shifts per week, or whatever greater availability is required for the posted position.

Article 15 - Seasonal Employees

15.1 The Parties recognize the nature of the Employer's business requires seasonal employees, who work for fixed durations of employment.

15.2 The Employer may hire seasonal employees at any time, and upon their hire seasonal employees shall be informed of the first and last day of their seasonal employment. Such term of employment shall not exceed six (6) months unless mutually agreed upon between the Employer and the employee.

15.3 Seasonal employees shall, for all purposes during their seasonal employment, be considered probationary employees and entitled to only the same rights as probationary employees under the Collective Agreement, notwithstanding the length of their seasonal employment may exceed the probationary period.

15.4 The employment of seasonal employees shall be deemed to end on the last day of their seasonal employment, and the lay-off/termination of a seasonal employee for reason of the conclusion of their seasonal term of employment shall not be subject to the Grievance Procedure.

15.5 If a seasonal employee is hired on a permanent full or part-time basis during the course of their seasonal employment, or is hired and works on a permanent full or part-time basis within six (6) months of the conclusion of their seasonal employment, the employee's length of service shall be backdated to the start date of their most recently completed seasonal contract, and the time served under the seasonal term of employment shall be counted towards the employee's probationary period.

Article 16 - Statutory Holidays

16.1 The following days shall be considered statutory holidays:

New Year's Day	British Columbia Day	Christmas Day
Family Day	Labour Day	
Good Friday	National Day for Truth and Reconciliation	
Victoria Day	Thanksgiving Day	
Canada Day	Remembrance Day	

16.2 Statutory holidays under this Agreement shall reflect those set out in the BC *Employment Standards Act* and should the *Employment Standards Act* be amended to add or replace statutory holiday days, this Agreement shall be amended to add or replace the statutory holidays set out above, such that only those statutory holidays set out in the *Employment Standards Act* shall be treated as statutory holidays for purposes of this Agreement.

16.3 The Employer may, upon written request in advance by a member of the bargaining unit or Union, agree to substitute another culturally significant day for a named statutory holiday. Where this is agreed to, the substituted day shall be treated as the statutory holiday that it replaces.

16.4 In order to be entitled to receive a day off with pay on a statutory holiday, the employee:

- (a) must have been employed for at least thirty (30) calendar days prior to the statutory holiday;
- (b) must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday.

16.5 Statutory holiday pay for those who qualify shall be computed in accordance with the *Employment Standards Act*.

16.6 When a statutory holiday falls during an employee absence unpaid by the Employer, including layoff, the employee shall not receive holiday pay.

16.7 When a statutory holiday falls while an employee is absent from work but is receiving other monies including, but not limited to, workers' compensation or disability pay, they shall not receive statutory holiday pay.

Article 17 - Leaves of Absence

17.1 All leaves of absence provided for in this Agreement are leaves without pay, unless it

is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.

17.2 Maternity, Parental, and Other Employment Standards Protected Leaves

Maternity, Parental, and other protected leaves of absence provided for in Part 6 of the BC *Employment Standards Act* shall be granted in accordance with the terms set out in the *Employment Standards Act*, unless otherwise specified below.

For ease of reference only, the relevant provisions of the *Employment Standards Act* with respect to protected leaves of absence shall be appended to this Collective Agreement.

17.3 Bereavement Leave

- (a) If there should be a death in the employee's immediate or chosen family, the employee shall be entitled to bereavement leave of up to three (3) working days. An employee may make written request to the Employer to extend their bereavement leave without pay.
- (b) For clarity, immediate family shall include the employee's: spouse, father, mother, son, daughter, brother, sister, grandparent, grandparent-in-law, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, and stepfather. Chosen family shall include any person with whom an employee had a familial-like relationship.

17.4 General Leave

Employees may make written application for general leaves of absence without pay. The Employer, in its sole discretion, may grant requests after considering length of service, any compassionate grounds, and operational requirements. Such leaves of absence shall not exceed two (2) months, unless mutually agreed upon otherwise.

17.5 Educational Leave

Full and Part-Time Employees who have completed two (2) years of service may request an educational leave of absence, which shall be taken in a continuous period and shall not exceed four (4) calendar months.

The Employer, in its sole discretion, may grant requests for educational leave after considering length of service, any compassionate grounds, and operational requirements.

It is recognized that the Employer shall be entitled to limit educational leaves taken at any particular time, and where multiple employees in a store request educational leave, seniority along with operational requirements shall be the governing factors in determining who is granted the leave.

To be eligible to request an educational leave, an employee must be enrolled and attending an accredited educational institute in Canada.

While on educational leave, an employee shall not take employment with any other

employer. Where an employee is enrolled and attending an educational institute outside of the Lower Mainland, the employee may request an exemption from this requirement. Should an employee request an exemption from this requirement, for exceptional circumstances, the Employer agrees to meet and discuss in good faith.

During the period of leave, the Employer is not required to pay any portion of the employee's benefit premiums, if applicable.

Following being granted an educational leave of absence an employee must return to work for no less than one (1) continuous calendar year to be eligible to make a request for an additional educational leave.

The Parties desire to have this provision complied with in spirit and intent. Any abuse, violations, or conflicts arising from the provision shall be discussed between the Parties in good faith prior to any action being taken.

17.6 Illness and Injury leave

All Probationary Employees, Seasonal Employees, and Casual Employees, in any classification, are entitled in each calendar year to approximately five (5) paid leave days and three (3) unpaid leave days for personal illness or injury. Leave shall be granted and paid in accordance with the *Employment Standards Act*.

All Full-Time and Part-Time Employees in the Scooper and Scooper 2 classifications shall be entitled to paid leave of up to six (6) days and unpaid leave of up to three (3) days for personal illness or injury. Leave shall be granted and paid in accordance with the *Employment Standards Act*.

All Full-Time and Part-Time Employees in the Supervisor/Team Leader classification shall be entitled to paid leave of up to ten (10) days and unpaid leave of up to three (3) days for personal illness or injury. Leave shall be granted and paid in accordance with the *Employment Standards Act*.

Article 18 - Time Off for Union Business

- 18.1 The Employer agrees that employees chosen by the Union for the purpose of attending Union Conventions, training, or participating in negotiations involving the Employer shall be given time off for those purposes.
- 18.2 The number of employees in excess of one (1) granted leave of absence for these purposes (or one (1) employee at each store location in the case of collective agreement negotiations) shall be determined by mutual agreement.
- 18.3 The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.
- 18.4 The Employer shall bill the Union and the Union shall reimburse the Employer for wages paid to the employee and contributions made on the employee's behalf during such absence.
- 18.5 Duly authorized representatives of the Union shall be entitled to visit the store,

upon providing a minimum of twenty-four (24) hours' notice to the Store Manager or their designate. The Store Manager may require the Union representative to reschedule the visit due to store needs. Store visits shall not be unreasonably rescheduled. Employees shall not be disrupted during their working hours by any Union representative.

Article 19 - Benefits

- 19.1 The Employer shall continue the current benefits plan, or its reasonable equivalent (the "Plan"), for Full-Time Employees who have six (6) months or more service and for Part-Time Employees who have eighteen (18) months or more service. The Employer shall pay 50% of the premium, with the remaining 50% being deducted from the employee's pay.
- 19.2 A description of benefits shall be provided to the Union and to each employee. Participation in the Plan is mandatory for qualifying employees, except where employees are not required by the benefit provider to participate, including by reason that they are independently covered by a comparable plan.
- 19.3 The Employer's sole obligation under this Article is to provide the Plan. Benefit eligibility and coverage is subject to the terms and conditions of the Plan and benefit provider. Any disputes regarding eligibility and coverage are not subject to the Grievance procedure.
- 19.4 The Employer agrees to maintain the Employer's portion of benefit premiums, where an employee is off work due to approved illness or WCB leave, provided the Employee continues to remit their portion of benefit premiums to the Employer, in advance of the month for which such premiums are due.

Article 20 - Wages

- 20.1 Attached to this Agreement as Appendix A is a Wage Schedule and a listing of classifications covering bargaining unit employees.
- 20.2 When an employee is either temporarily or permanently transferred to a different classification, they shall be paid any premium applicable, if any, to the new classification.

Article 21 - Health and Safety

- 21.1 The Employer and the Union shall agree to promote a safe and healthy work environment for all employees. The Employer shall make reasonable provisions for the safety and health of employees during the hours of their employment.
- 21.2 If the Employer requires an employee to obtain a certification, including a food safe certificate, Occupational First Aid, or any other certificate, the Employer shall pay for the reasonable cost of the certification course or program and any required renewals which it requires, provided it is approved in advance by the Employer.

- 21.3 The Employer agrees to establish and maintain a Health and Safety Committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations. All store departments shall have one (1) worker representative on the Health and Safety Committee, elected or appointed by the Union.
- 21.4 The Health and Safety Committee shall meet once every three (3) months, or more often if agreed to by both Parties, to discuss any issues regarding employee health and safety, and shall identify potential health and safety risks, institute means of improving the level of health and safety of the employees, and obtain information from the Employer respecting safety experience and work practices and standards.
- 21.5 The Parties recognize employees have the right to refuse unsafe work created by a clear biohazard, as that term is understood in the *BC Workers Compensation Act* and associated Regulations. The Parties agree that whether or not a biohazard exists and/or whether or not an employee has the right to refuse work due to a health and safety risk created by a biohazard is within the exclusive jurisdiction of WorkSafeBC, unless the Parties mutually agree that the Grievance Procedure applies.
- 21.6 The Employer shall maintain its existing Occupational Health and Safety training material, including those concerning de-escalation and crisis intervention. This material shall be made available at each store location for employees to review.

Article 22 - Temporary Foreign Workers

- 22.1 The Employer recognizes the importance of assisting employees with permanent residency or citizenship to Canada. Should an employee request the Employer to complete any necessary forms for purposes of an application for permanent residency or citizenship, the Employer shall make a good faith effort to provide such information to the employee in a timely manner. It is agreed that all information ultimately provided to the government in support of an employee's application for permanent residency or citizenship is ultimately the responsibility of the employee and this Article imparts no monetary obligations on the Employer.

Article 23 - General

- 23.1 The Employer and the Union agree to uphold the prohibited grounds for discrimination as set out in the *BC Human Rights Code*, as amended from time to time.
- 23.2 Drug & Alcohol Addiction Assistance: The Employer and the Union further recognize that addiction to drugs and alcohol is a recognized disability for purposes of the *Human Rights Code* and mutually agree to cooperate in resolving problems and accommodating workplace issues associated with drug and alcohol addiction, to the extent required by the *Human Rights Code*.
- 23.3 The Employer may require an employee to provide a physician's note to substantiate any absence due to sickness or injury. The Employer may require further detail from the physician where circumstances reasonably warrant.
- 23.4 The Employer shall continue to provide the existing employee storage locations at each

store for personal belongings or a similar area of equal or greater security.

- 23.5 The Union shall have the use of one bulletin board on the premises of the Employer for the purpose of posting official Union notices, which may be of interest to Union members. All such material may be posted only upon the authority of the Union servicing representative.
- 23.6 Equipment that the Employer requires an employee to use to perform the duties of their role shall be supplied by the Employer.
- 23.7 Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file. Employees shall not be permitted to access or copy documents containing the personal information of others or documents that the Employer would otherwise be prohibiting from disclosing pursuant to the *BC Personal Information and Privacy Act*.
- 23.8 In accordance with the *BC Employment Standards Act*, there shall be no deduction from any tips received by employees to cover breakage, workplace damage, financial losses, or other business costs. The Parties recognize tips are presently distributed through a tip pool, which is organized by employees at each store location. The Employer agrees that should it make any change to the distribution of tips, it shall provide the Union with at least thirty (30) days' notice and make itself available to discuss any impact the change may have.

Article 24 - Change in Workplace Policy

- 24.1 If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom this collective agreement applies, the Employer shall provide notice to the Union at least sixty (60) days before the date on which the change is to be effected, and the Parties shall comply with Section 54 of the *BC Labour Relations Code* as follows:
- (a) the Employer must give notice to Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected; and
 - (b) after notice has been given, the Employer and Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i. consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the Collective Agreement;
 - ii. human resource planning and employee counselling and retraining;
 - iii. notice of termination;
 - iv. severance pay.

Article 25 - Duration

- 25.1 Except where specifically stated to the contrary, the terms of this Agreement shall be in full force and effect from the date of ratification up to and including November 30, 2027, and thereafter from year to year.
- 25.2 Either Party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other Party to commence collective bargaining. During the period of negotiations, this Agreement shall remain in full force and effect and is without prejudice to any new or revised Agreement. This provision shall not prohibit the Parties' rights to enact a legal strike or a legal lockout.
- 25.3 It is understood that during the term of this Agreement the Employer shall not lockout its employees. It is also understood that during the term of this Agreement the Union shall not permit or encourage any strike, slowdown, stoppage of work, or otherwise restrict or interfere with the Employer's operations through its members.
- 25.4 This Agreement shall take effect upon ratification. Unless specifically identified, no provisions of this Agreement or any attached schedule or letter of understanding shall be retroactive or have any retroactive effect.
- 25.5 The Parties agree the operation of Sections 50(2) and 50(3) of the BC *Labour Relations Code* is excluded from this Agreement.

SIGNED this 19th day of July, 2024.

FOR THE UNION



Patrick Johnson

FOR THE EMPLOYER

Benjamin Ernst

Benjamin Ernst

Erica Bernardi

Erica Bernardi

APPENDIX A – WAGE SCHEDULE

Classification	Hours Worked in classification	Date of Ratification to November 30, 2027
Seasonal Employees	N/A	MW (Minimum Wage)
Probationary Employees	N/A	MW
All other classifications (Scooper, Scooper 2, Supervisor/Team Leader)	0-910 hours	MW + 0.75
	911-1820 hours	MW + 1.00
	1821-2730 hours	MW +1.35
	2731-3640 hours	MW +1.55
	3641-4550 hours	MW +1.75
	4551-5460 hours	MW + 2.00
	5461-6370 hours	MW + 2.25
	6371-7280 hours	MW + 2.50
	7281+ hours	MW + 2.75

- MW refers to the minimum wage of the province of British Columbia, as amended from time to time. It is agreed that in the event this Agreement is ratified prior to June 1, 2024, the minimum wage for purposes of this Agreement shall be deemed to be \$17.40 upon ratification.
- **Supervisor/Shift Leader Premium:** Employees shall be given a Supervisor/Team Leader Premium of \$1.00 per hour over their rate of pay for all hours worked in the Supervisor/Team Leader classification.
- **Scooper 2 Premium:** Employees shall be given a Scooper 2 Premium of \$0.50 per hour over their rate of pay for all hours worked in the Scooper 2 classification.
- The rates contained in this Wage Schedule are minimum rates, which may be exceeded in the Employer’s discretion.
- The Employer may, in its sole discretion, upon hiring any employee, recognize and award any number of hours with respect to similar prior service for purposes of the employee’s placement on the wage scale upon their hire.
- Employees who are paid above the wage rate set out in the above schedule on the date of ratification, shall not have their wage decreased upon ratification, and shall be red-circled for all work performed in their current classification at their current store.
- Should employees be permanently transferred or recalled to a different store within the bargaining unit and/or classification, they shall receive the wage rate set out in the Wage Schedule upon their transfer or return.

- Employees may be cross-trained in different classifications for up to 120 hours, during which time they shall not be entitled to any premium associated with that classification, if any.

LETTER OF UNDERSTANDING #1

BETWEEN

Earnest Ice Cream Ltd. (the "Employer")

AND

United Food and Commercial Workers Local 1518 (the "Union")

Re: Joint Labour Management Committee

The Parties agree to the establishment of a Joint Labour Management (JLM) Committee, consisting of management representatives and staff representatives. One Shop Steward or employee representative per store location may be invited to attend the meeting. The Union servicing representative shall be notified of any meetings and may also attend the meetings from time to time, with advance prior notice. Where practical, the Store Manager, or other approved representative of the Employer shall be one of management's representatives at any meeting.

The JLM Committee may hold meetings every four months at the request of either Party, or more often, if agreed. The purpose of the JLM is to encourage open and candid discussion on topics and issues that arise in, or are related to the workplace, and to promote cooperative resolution of workplace issues. Topics that may be discussed at JLM meetings, may include, but not be limited to workplace diversity and hiring initiatives, workplace comfort and safety concerns, and other topics and issues that arise in, or are related to the workplace.

The Parties agree that the JLM Committee shall not use this forum to discuss such matters as changing terms of the collective agreement, duty to accommodate issues, or outstanding grievances, but rather to foster a respectful working relationship between workers and management, and a commitment to resolve outstanding issues proactively and in a timely manner. Where questions arise with respect to Collective Agreement interpretation those matters must be directed to the Union representative, and the Store Manager of the Employer, or their designate.

SIGNED this 18th day of March, 2024.

FOR THE UNION



Patrick Johnson

FOR THE EMPLOYER

Benjamin Ernst

Benjamin Ernst

Erica Bernardi

Erica Bernardi

LETTER OF UNDERSTANDING #2

BETWEEN

Earnest Ice Cream Ltd. (the "Employer")

AND

United Food and Commercial Workers Local 1518 (the "Union")

Re: Troubleshooter

The Parties agree to a Troubleshooter process during the term of this Collective Agreement. The Employer shall have the option of not continuing with the process after this period.

An individual agreed to by the Parties shall be scheduled on a rotating basis to conduct expedited hearings on the following basis:

- (a) Either Party may refer grievances to this process upon providing the other Party with three (3) weeks' notice of a grievance being referred.
- (b) Both Parties must agree to forward a grievance to a Troubleshooter. 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 shall take place in a timely manner.
- (c) Any facts or documents to be relied upon shall be disclosed at least one (1) week prior to the Troubleshooter.
- (d) Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting, and shall not be publicized.
- (e) Legal counsel may be used by either Party but only to present the case.
- (f) The Parties shall develop other procedures or guidelines as mutually agreed.
- (g) Decisions of the Troubleshooter are final and binding for the particular grievance, but of no precedential value.
- (h) It is understood that this process shall expire one (1) day prior to the expiry of this Collective Agreement, unless otherwise mutually agreed by both Parties in writing.

SIGNED this 18th day of March, 2024.

FOR THE UNION



Patrick Johnson

FOR THE EMPLOYER

Benjamin Ernst

Benjamin Ernst

Erica Bernardi

Erica Bernardi

LETTER OF UNDERSTANDING #3

BETWEEN

Earnest Ice Cream Ltd. (the "Employer")

AND

United Food and Commercial Workers Local 1518 (the "Union")

Re: First Collective Agreement

In recognition that this is a First Collective Agreement, both Parties agree that upon request from either the Employer or the Union both Parties shall meet and attempt to resolve any and all outstanding problems in relation to the First Collective Agreement.

SIGNED this 18th day of March, 2024.

FOR THE UNION



Patrick Johnson

FOR THE EMPLOYER

Benjamin Ernst

Benjamin Ernst

Erica Bernardi

Erica Bernardi

APPENDIX B – Additional Leaves of Absence per BC *Employment Standards Act*

Part 6 — Leaves and Jury Duty

Illness or injury leave

- 49.1** (1) After 90 consecutive days of employment with an employer, an employee, for personal illness or injury, is entitled, in each calendar year, to
- (a) paid leave for up to the number of days prescribed, and
 - (b) unpaid leave for up to 3 days.
- (2) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee is entitled to leave under this section.
- (3) Subject to subsection (4), an employer must pay an employee who takes leave under subsection (1) (a) an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay, where the average day's pay is determined by the formula

$$\text{amount paid} \div \text{days worked}$$

where

amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

- (4) An employer must pay an employee in a prescribed circumstance who takes leave under subsection (1) (a) an amount in money equal to at least the amount calculated in accordance with the regulations.

Maternity leave

- 50** (1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
- (a) no earlier than 13 weeks before the expected birth date, and
 - (b) no later than the actual birth date and ends no later than 17 weeks after the leave begins.
- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

on the date of the birth and ends no later than 17 weeks after that date.

- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

Parental leave

- 51** (1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,
- (a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
 - (b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and
 - (c) [Repealed 2011-25-327.]
 - (d) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the

leave taken under subsection (1).

- (3) A request for leave must
 - (a) be given in writing to the employer,
 - (b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - (c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

Family responsibility leave

- 52** An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to
- (a) the care, health or education of a child in the employee's care, or
 - (b) the care or health of any other member of the employee's immediate family.

Compassionate care leave

- (1) In this section, "**family member**" means
 - (a) a member of an employee's immediate family, and
 - (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after
 - (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
- (3) The employee must give the employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.

- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member dies;
 - (b) the expiration of 52 weeks from the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in subsection (5) (b), the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

Critical illness or injury leave

52.11 (1) In this section, "**family member**" means

- (a) a member of an employee's immediate family, and
- (b) any other individual who is a member of a prescribed class.
- (2) An employee who requests leave under this section is entitled to the following unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate in accordance with subsection (4):
 - (a) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
 - (b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.
- (3) If a certificate issued in accordance with subsection (4), with respect to a leave under this section, sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified in subsection (2) (a) or (b), as applicable, the employee
 - (a) is entitled to take the leave only up to the number of weeks indicated in the certificate, and
 - (b) may, respecting the leave, obtain one or more additional certificates in accordance with subsection (4), but the employee's entitlement to the leave does not exceed the maximum number of weeks specified in subsection (2) (a) or (b), as applicable.
- (4) A certificate referred to in subsection (2) must
 - (a) state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury,
 - (b) state that the care or support required by the family member can be met by one or more persons who are not medical professionals, and

- (c) set out the period for which the family member requires care or support.
- (5) The employee must give the employer a copy of the certificate referred to in subsection (2) as soon as practicable.
- (6) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:
 - (a) the first day of the week in which the certificate referred to in subsection (2) respecting the family member is issued;
 - (b) the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- (7) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (a) the family member in respect of whom the leave is taken dies;
 - (b) the expiration of 52 weeks from the date the leave began.
- (8) A leave taken under this section must be taken in units of one or more weeks.
- (9) If an employee takes a leave under this section and, at the time referred to in subsection (7) (b), the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate in accordance with subsection (4), and subsections (5) to (8) apply to the further leave.

COVID-19-related leave

52.12 (1) In this section, "**eligible person**", with respect to an employee, means any of the following:

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian;
 - (b) a person who
 - (i) is 19 years of age or older,
 - (ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - (iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian;
 - (c) a prescribed person.
- (2) An employee who requests leave under this section is entitled to unpaid leave for the period described in subsection (3) if, in relation to COVID-19, any of the following applies:

- (a) the employee has been diagnosed with COVID-19 and is acting in accordance with
 - (i) instructions or an order of a medical health officer, or
 - (ii) advice of a medical practitioner, nurse practitioner or registered nurse;
 - (b) the employee is in quarantine or self-isolation in accordance with
 - (i) an order of the provincial health officer,
 - (ii) an order made under the [Quarantine Act](#) (Canada),
 - (iii) guidelines of the British Columbia Centre for Disease Control, or
 - (iv) guidelines of the Public Health Agency of Canada;
 - (c) the employer, due to the employer's concern about the employee's exposure to others, has directed the employee not to work;
 - (d) the employee is providing care to an eligible person, including because of the closure of a school or daycare or similar facility;
 - (e) the employee is outside the province and cannot return to British Columbia because of travel or border restrictions;
 - (f) a prescribed situation exists relating to the employee.
- (3) An employee is entitled to leave under this section for as long as a circumstance described in subsection (2) applies to the employee.
- (4) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that a circumstance described in subsection (2) applies to the employee.
- (5) An employer must not request, and an employee is not required to provide, a note from a medical practitioner, nurse practitioner or registered nurse for the purposes of subsection (4).
- (6) This section may be repealed by order of the Lieutenant Governor in Council.

Repealed

52.121 [Repealed RS1996-113-52.121 (8).]

Leave for COVID-19 vaccination

52.13 (1) An employee who requests leave under this section is entitled to paid leave for the period described in subsection (2) to be vaccinated against COVID-19.

(2) An employee is entitled to leave under this section for up to 3 hours for each request for leave made under this section.

- (3) Subject to subsection (4), an employer must pay an employee who takes leave under this section an amount in money equal to at least the amount calculated by multiplying the number of hours of the leave and the average hourly wage, where the average hourly wage is determined by the formula

$$\text{amount paid} \div \text{hours worked}$$

where

amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

hours worked is the number of hours the employee worked or earned wages within that 30 calendar day period.

- (4) An employer must pay an employee in a prescribed circumstance who takes leave under this section an amount in money equal to at least the amount calculated in accordance with the regulations.
- (5) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee is entitled to leave under this section.
- (6) An employer must not request, and an employee is not required to provide, a note from a medical practitioner, nurse practitioner or registered nurse for the purposes of a request for leave under this section.
- (7) This section may be repealed by order of the Lieutenant Governor in Council.

Reservists' leave

52.2 (1) In this section:

"Canadian Forces" has the same meaning as in section 14 of the [National Defence Act](#) (Canada);

"reservist" means a member of the reserve force, as defined in section 2 (1) of the [National Defence Act](#) (Canada).

- (2) Subject to the regulations, an employee who is a reservist and who requests leave under this section is entitled to unpaid leave, for the period described in subsection (3), if
- (a) the employee is deployed to a Canadian Forces operation outside Canada or is engaged, either inside or outside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation,
- (b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath, or

- (c) the prescribed circumstances apply.
- (3) An employee who is a reservist is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as subsection (2) (a), (b) or (c) applies to the employee.
- (4) Subject to subsection (5), a request for leave must
 - (a) be in writing,
 - (b) be given to the employer,
 - (i) unless subparagraph (ii) or (iii) applies, at least 4 weeks before the employee proposes to begin leave,
 - (ii) in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the deployment less than 4 weeks before it will begin, as soon as practicable after the employee receives the notice, or
 - (iii) in the case of leave under subsection (2) (c), within the prescribed period, and
 - (c) include the date the employee proposes to begin leave and the date the employee proposes to return to work.
- (5) If circumstances require leave to be taken beyond the date specified in the request under subsection (4) (c), the employee must
 - (a) notify the employer of the need for the extended leave and of the date the employee now proposes to return to work, and
 - (b) provide the notice referred to in paragraph (a),
 - (i) unless subparagraph (ii) or (iii) applies, at least 4 weeks before the date the employee had proposed, in the request under subsection (4), to return to work,
 - (ii) in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the extended deployment less than 4 weeks before the date referred to in subparagraph (i), as soon as practicable after the employee receives the notice, or
 - (iii) in the case of a leave under subsection (2) (c), within the prescribed period.
- (6) If an employee who is a reservist proposes to return to work earlier than specified in the request submitted under subsection (4) or the notice provided under subsection (5), if applicable, the employee must notify the employer of this proposal at least one week before the date the employee proposes to return to work.
- (7) An employer may require an employee who takes leave under this section to provide further information respecting the leave.
- (8) If an employer requires an employee to provide further information under subsection (7), the employee must

- (a) provide the prescribed information in accordance with the regulations, or
- (b) if no information is prescribed, provide information reasonable in the circumstances to explain why subsection (2) (a), (b) or (c) applies to the employee and provide it within a reasonable time after the employee learns of the requirement under subsection (7).

Leave respecting disappearance of child

52.3 (1) In this section and section 52.4:

"child" means a person under 19 years of age;

"crime" means an offence under the [Criminal Code](#) other than an offence prescribed by the regulations made under section 209.4 (f) of the [Canada Labour Code](#).

- (2) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 52 weeks.
- (3) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under subsection (2).
- (4) A leave under subsection (2) must be taken during the period that starts on the date the child disappears and ends on the date that is 53 weeks after the date the child disappears.
- (5) A leave under subsection (2) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent.
- (6) Despite subsection (4), a leave under subsection (2) ends on the earliest of the following dates, if any apply:
 - (a) the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
 - (b) the date the employee is charged with a crime that resulted in the disappearance of the child;
 - (c) the date that is 14 days after the date on which the child is found alive;
 - (d) the date on which the child is found dead;
 - (e) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (5) (b).
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

Leave respecting death of child

- 52.4** (1) If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to 104 weeks.
- (2) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
- (3) A leave under subsection (1) must be taken during the period that starts
- (a) on the date the child dies, or
- (b) on the date the child is found dead, in the case of the child disappearing before the child dies, and ends on the date that is 105 weeks after the date referred to in paragraph (a) or (b), as applicable.
- (4) A leave under subsection (1) may be taken by the employee in
- (a) one unit of time, or
- (b) more than one unit of time, with the employer's consent.
- (5) Despite subsection (3), a leave under subsection (1) ends on the earlier of the following dates, if any apply:
- (a) the date the employee is charged with a crime that resulted in the death of the child;
- (b) the date that is the last day of the last unit of time in respect of which the employer consents under subsection (4) (b).
- (6) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.

Leave respecting domestic or sexual violence

52.5 (1) In this section:

"child" means a person under 19 years of age;

"domestic or sexual violence" includes, with or without an intent to harm an intimate partner or family member,

- (a) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- (b) sexual abuse by any person,
- (c) attempts to commit
- (i) physical abuse by an intimate partner or by a family member, or

- (ii) sexual abuse by any person, and
- (d) psychological or emotional abuse by an intimate partner or by a family member, including
 - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
 - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
 - (iii) stalking or following, and
 - (iv) intentional damage to property;

"eligible person" means, with respect to an employee,

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
- (b) a person who
 - (i) is 19 years of age or older,
 - (ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - (iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
 - (c) a prescribed person;

"family member" means any of the following:

- (a) with respect to a person,
 - (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
 - (ii) an individual who lives with the person as a member of the person's family;
 - (c) any other individual who is a member of a prescribed class;

"intimate partner" means, with respect to a person, any of the following:

- (a) an individual who is or was a spouse, dating partner or sexual partner of the person;
- (b) an individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).
- (2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:

- (a) an intimate partner of the child;
- (b) a family member of the child.
- (3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
 - (a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
 - (b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
 - (c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
 - (d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
 - (e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
 - (f) any prescribed purpose.
- (4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to
 - (a) up to 5 days of paid leave,
 - (b) up to 5 days of unpaid leave, and
 - (c) up to 15 weeks of additional unpaid leave.
- (4.1) A leave under subsection (4) (a) or (b) may be taken by the employee in one or more units of time.
- (5) A leave under subsection (4) (c) may be taken by the employee in
 - (a) one unit of time, or
 - (b) more than one unit of time, with the employer's consent.
- (5.1) Subject to subsection (5.2), an employer must pay an employee who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay determined by the formula

$$\text{amount paid} \div \text{hours worked}$$

where

amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

hours worked is the number of hours the employee worked or earned wages within that 30 calendar day period.

- (5.2) An employer must pay an employee in a prescribed circumstance who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated in accordance with the regulations.
- (6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.
- (7) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

Bereavement leave

- 53** An employee is entitled to up to 3 days of unpaid leave on the death of a member of the employee's immediate family.

Duties of employer

- 54** (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,
 - (a) terminate employment, or
 - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the employer must place the employee
 - (a) in the position the employee held before taking leave under this Part, or
 - (b) in a comparable position.
- (4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.
- (5) Subsection (4) is not to be construed as conferring a preferential right of recall on an employee referred to in subsection (3), to whom a collective agreement does not apply, beyond that to which the employee would otherwise be entitled.

Jury duty

- 55** If an employee is required to attend court as a juror, the employer has the same duties under

section 54 (2) to (4) in relation to the employee as if that employee were on leave under this Part.

Employment deemed continuous while employee on leave or jury duty

- 56** (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of
- (a) calculating annual vacation entitlement and entitlement under sections 63 and 64, and
 - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
- (a) if the employer pays the total cost of the plan;
 - (b) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay the employee's share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- (4) Subsection (1) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.
- (5) Subsection (2) does not apply to an employee on leave under section 52.2.

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