

RATIFICATION DOCUMENT

for a first collective agreement between the

PAIN BC SOCIETY

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

June 26, 2023

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	7
1.1 Mission Statement.....	7
1.2 Purpose of Agreement.....	7
1.3 Future Legislation	7
1.4 Conflict with Regulations.....	7
1.5 Use of Terms	7
1.6 No Discrimination	7
1.7 Good Working Relations.....	8
ARTICLE 2 - DEFINITIONS	8
2.1 Employees.....	8
2.2 Other Definitions	8
ARTICLE 3 - UNION RECOGNITION AND RIGHTS	9
3.1 Bargaining Unit Defined.....	9
3.2 Bargaining Agent Recognition	9
3.3 Correspondence.....	9
3.4 No Other Agreement.....	9
3.5 No Discrimination	10
3.6 Recognition and Rights of Stewards	10
3.7 Union Meetings.....	10
3.8 Bulletin Boards	10
3.9 Union Insignia	10
3.10 Time Off for Union Business.....	10
3.11 Right to Refuse to Cross Picket Lines	11
3.12 Labour Relations Code.....	12
ARTICLE 4 - UNION SECURITY.....	12
ARTICLE 5 - CHECK-OFF OF UNION DUES.....	12
ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES	13
ARTICLE 7 - MANAGEMENT RIGHTS.....	13
ARTICLE 8 - EMPLOYER/UNION RELATIONS	13
8.1 Representation	13
8.2 Union Representation.....	14
8.3 Labour Management Committee.....	14
8.4 Technical Information.....	14
ARTICLE 9 - GRIEVANCES	15
9.1 Grievance Procedure	15
9.2 Step 1.....	15
9.3 Time Limits to Present Written Grievance.....	15
9.4 Step 2.....	15
9.5 Time Limit to Reply to Step 2	16
9.6 Time Limit to Submit to Arbitration	16
9.7 Time Limits	16
9.8 Dismissal or Suspension Grievance	16
9.9 Alternate Dispute Resolution Process.....	16

9.10	Deviation from Grievance Procedure	18
9.11	Policy Grievance.....	18
9.12	Technical Objections to Grievances	18
ARTICLE 10 - ARBITRATION		18
10.1	Notification	18
10.2	Appointment of the Arbitrator.....	19
10.3	Arbitration Procedure.....	19
10.4	Decision of Arbitrator	19
10.5	Disagreement on Decision.....	19
10.6	Expenses of Arbitrator	19
10.7	Amending Time Limits	19
10.8	Witnesses	19
10.9	Expedited Arbitration	19
ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE		20
11.1	Procedure.....	20
11.2	Dismissal and Suspension.....	20
11.3	Burden of Proof.....	21
11.4	Right to Grieve Other Disciplinary Action	21
11.5	Personnel File.....	21
11.6	Right to Have Union Representative Present	21
11.7	Abandonment of Position	22
11.8	Probation.....	22
11.9	Employee Investigations.....	22
ARTICLE 12 - SENIORITY		22
12.1	Seniority Defined	22
12.2	Seniority List.....	23
12.3	Loss of Seniority	23
12.4	Bridging of Service	23
12.5	Return to Bargaining Unit.....	24
12.6	Same Seniority	24
ARTICLE 13 - LAYOFF AND RECALL.....		24
13.1	Definition of a Layoff	24
13.2	Pre-Layoff Discussion.....	24
13.3	Layoff.....	24
13.4	Bumping	24
13.5	Recall	25
13.6	Advance Notice	25
13.7	Grievance on Layoffs and Recalls	25
ARTICLE 14 - HOURS OF WORK		25
14.1	Definitions	25
14.2	Regular Working Hours.....	25
14.3	Part-Time Employees.....	26
14.4	Flexible Work Schedule	26
14.5	Rest Periods and Meal Breaks	26
14.6	Lieu / flex/ earned day off	26
14.7	Staff Meetings.....	26

14.8	Conversion of Hours	26
ARTICLE 15 - WORKLOAD.....		27
15.1	Review of Workload and Burnout Prevention.....	27
15.2	Workload Due to Temporary or Permanent Vacancies	27
15.3	Assignment of Work	27
ARTICLE 16 - OVERTIME.....		27
16.1	Definitions	27
16.2	Overtime Entitlement.....	27
16.3	Recording of Overtime	28
16.4	Overtime Compensation	28
16.5	Right to Refuse Overtime	28
16.6	Entitlements Meet or Exceed Employment Standards	28
16.7	Rest Interval	28
16.8	Childcare and Elder Care Expenses Outside of Regular Workday.....	28
ARTICLE 17 - HOLIDAYS.....		29
17.1	Paid Holidays.....	29
17.2	Holiday Falling on Saturday or Sunday.....	29
17.3	Holiday Falling on a Day of Rest	29
17.4	Working on a Designated Lieu Day	29
17.5	Holiday Falling on a Workday.....	29
17.6	Holiday Coinciding with a Day of Vacation	30
17.7	Paid Holiday Pay.....	30
17.8	Religious and Ethno-Cultural Holidays.....	30
17.9	Other Observances	30
17.10	Entitlements Meet or Exceed Employment Standards	30
ARTICLE 18 - ANNUAL VACATIONS.....		30
18.1	Annual Vacation Entitlement	30
18.2	Vacation Preference and Scheduling	31
18.3	Vacation Carryover	31
18.4	Vacation Schedule Changes.....	31
18.5	Vacation Credits Upon Death	32
18.6	Vacation Pay Upon Termination	32
18.7	Approved Leave of Absence with Pay During Vacation	32
18.8	Callback on Vacation.....	32
ARTICLE 19 - SICK LEAVE		32
19.1	Sick Leave Credits.....	32
19.2	Employee to Inform Employer	32
19.3	Medical and Dental Appointments	32
19.4	Workers Compensation Benefit.....	33
19.5	Seniority While on Sick Leave.....	33
ARTICLE 20 - LEAVES		33
20.1	Bereavement Leave	33
20.2	Full-Time Union or Public Duties.....	33
20.3	Leave for Court Appearances	34
20.4	Elections	34

20.5 General Leave 34

20.6 Compassionate Care Leave 34

20.7 Domestic Violence Leave..... 35

20.8 Leave Respecting Death of Child 36

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE 37

21.1 Pregnancy Leave 37

21.2 Parental Leave..... 37

21.3 Leave Without Pay 38

21.4 Aggregate Leave..... 38

21.5 Return from Leave 38

21.6 Benefit Plan 38

21.7 Seniority Rights on Return to Work 38

21.8 Sick Leave Credits..... 39

21.9 Extended Child Care Leave 39

ARTICLE 22 - SAFETY AND HEALTH 39

22.1 Conditions 39

22.2 Working Environment..... 39

22.3 Mental Health 39

22.4 Joint Health and Safety Committee 39

22.5 Strain Injury Prevention..... 41

22.6 Unsafe Work 41

22.7 Workplace Violence/Aggressive Conduct..... 41

22.8 Violence..... 42

22.9 Investigation of Incidents 42

22.10 Injury Pay Provision 42

22.11 Transportation of Accident Victims..... 42

22.12 Employee Check-in 42

22.13 Communicable Diseases..... 43

22.14 Protective Clothing and Supplies 43

ARTICLE 23 - TECHNOLOGICAL CHANGE 43

23.1 Definition..... 43

23.2 Advance Notice and Layoff..... 43

23.3 Discussions 44

23.4 Employment Protection 44

23.5 Training..... 44

23.6 New Employees 44

ARTICLE 24 - JOB POSTINGS, APPOINTMENTS AND PROMOTION..... 44

24.1 Job Postings..... 44

24.2 Information in Postings 44

24.3 24.3 Appointment Policy 44

24.4 Trial Period 45

24.5 Notification 45

24.6 Right to Grieve 45

24.7 Vacation and Leave Letters 45

24.8 Temporary Vacancies and Job Postings 45

24.9 Interviews..... 46

24.10	Deemed Qualified	46
24.11	Evaluation Reports.....	46
24.12	Union Observer	46
ARTICLE 25 - CAREER DEVELOPMENT		46
25.1	Purpose	46
25.2	Staff Development Leave	46
25.3	Pro development stipend	47
ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....		47
26.1	Equal Pay	47
26.2	Salary Rate Upon Employment	47
26.3	Paydays.....	47
26.4	Rates of Pay.....	47
26.5	Substitution Pay	47
26.6	Rate of Pay on Reclassification or Promotion.....	48
26.7	Pay on Temporary Assignment	48
26.8	Salary Protection and Downward Reclassification of Position.....	48
26.9	Transportation Allowance	48
26.10	Meal Allowance and Accommodation	48
26.11	Work from Home Reimbursement	49
ARTICLE 27 - CLASSIFICATION & RECLASSIFICATION		49
27.1	Classification Specifications.....	49
27.2	Job Descriptions	49
27.3	Classification Maintenance Program	49
ARTICLE 28 - HEALTH AND WELFARE BENEFITS		50
28.1	Eligibility	50
28.2	Health Spending Account	50
28.3	Long-Term Disability Plan	50
28.4	Health and Welfare Plans	50
ARTICLE 29 - GENERAL		51
29.1	Supply and Maintenance of Equipment	51
29.2	Indemnity	51
29.3	Copies of Agreement	51
29.4	Contracting Out.....	51
29.5	Personal Duties	51
29.6	Staff Confidentiality	52
29.7	Required Certificates, Licensing Fees and Professional Dues	52
29.8	Volunteers.....	52
29.9	Standards of Practice and Code of Ethics	52
29.10	Criminal Record Checks	52
ARTICLE 30 - HARASSMENT		52
30.1	Harassment, Bullying and Misuse of Supervisory Authority in the Workplace.....	52
30.2	Personal and Psychological Harassment Definition	52
30.3	Sexual Harassment Definition	53
30.4	Complaints	53
30.5	Complaints Procedure	54

30.6 Referral to Arbitrator 55

ARTICLE 31 - GENDER TRANSITION POLICY 55

31.2 Group Benefit Plan..... 56

31.3 Transition Leave..... 56

ARTICLE 32 - TERM OF AGREEMENT..... 56

32.1 Duration 56

32.2 Notice to Bargain 56

32.3 Commencement of Bargaining..... 57

32.4 Changes in Agreement 57

32.5 Effective Date of Agreement 57

32.6 Agreement to Continue in Force..... 57

APPENDIX A 57

Wage Grid 57

APPENDIX B..... 59

List of Arbitrators..... 59

APPENDIX C..... 60

Health and Welfare Benefit Information..... 60

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ARTICLE 1 - PREAMBLE

1.1 Mission Statement

Pain BC envisions a future where no one is alone with pain and aims to enhance the well-being of all people living with pain through empowerment, care, education and innovation. The goals of Pain BC are to: prevent persistent pain and intervene early to reduce the impact of pain; empower people who live with pain to enhance well-being; educate health care providers to better assess and manage pain; improve the systems that impact people in pain, communities and society; combat stigma and its negative effects; and foster research on pain and pain-related disability. Improving the lives of people in pain requires collective action. Pain BC brings together people in pain and their families, health care providers, other non-profit organizations, government, researchers, and businesses to make significant and lasting change.

1.2 Purpose of Agreement

The purpose of this agreement is to provide a harmonious working relationship between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this agreement.

The parties to this agreement share a desire to achieve the vision, mission and six goals of the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.3 Future Legislation

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

1.4 Conflict with Regulations

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

1.5 Use of Terms

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

1.6 No Discrimination

The parties hereto subscribe to the principles of the British Columbia *Human Rights Code*. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression, Immigration status (aside from the requirement that an employee be legally eligible to work in Canada), past substance use, marginalized work history, or criminal or summary conviction that is unrelated to the employment of that person.

1.7 Good Working Relations

The Employer, the Union and the employees are committed to providing a safe, respectful and harassment free workplace - one that promotes teamwork, mutual respect and fairness for all.

ARTICLE 2 - DEFINITIONS

2.1 Employees

- (a) A regular full-time employee is an employee who is appointed to a full-time position. These employees are entitled to all benefits outlined in this collective agreement.
- (b) A regular part-time employee is an employee who is appointed to a part-time position. A regular part-time employee is entitled to all provisions of this agreement on a prorated basis except as provided for in Article 28 (Health and Welfare Benefits).
- (c) "*Special Project Employees*" are employees hired for a specified period of time and associated with specific funding sources and/or grants. Such employees shall be members of the B.C. General Employees' Union, and all terms and conditions of the collective agreement shall apply. Specifically, in the event that their position ends prior to the agreed upon period of time, Article 13 shall apply.
- (d) The bargaining unit will not include practicum students, other student placements (including graduate students) and co-op placements and such individuals will not constitute regular full-time employees, regular part-time employees, or special project employees.

2.2 Other Definitions

- (a) "*Certification*" means the certification issued by the British Columbia Labour Relations Board on August 15, 2022.
- (b) "*Classification*" defined for the purposes of the collective agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.
- (c) "*Common-Law Spouse*" and "*Common-Law Partner*" means two people who have co-habited as spousal partners for a period of not less than one year.
- (d) "*Day*" is a calendar day, unless otherwise noted.
- (e) "*Gender Identity*" means a person's concept of self that may be different than their birth assigned gender and related physical characteristics, societal attitudes and expectations.
- (f) "*Ability*" means the ability to perform the duties of the Employee's position which may include, where the position is a client facing position, the ability to interact effectively with clients.
- (g) "*Indigenous*" as defined in the Constitution of Canada, "*includes the Indian, Inuit, and Metis peoples of Canada*".
- (h) "*Employer*" means Pain BC Society
- (i) "*Union*" means the B.C. General Employees' Union
- (j) "*Child*" whenever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a dependent child of a spouse, including the dependent child of a common-law spouse or partner.

- (k) "Parent" will be recognized to mean any person who is the legal guardian of another person.
- (l) "Family" includes family member or loved one, and includes chosen and culturally defined family.
- (m) "Spouse" or "Partner" means a person legally married to the employee or a person involved in a common-law relationship with the employee in accordance with legislation.
- (n) "Day of Rest" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on leave of absence.
- (o) "Leave of absence with pay" means to be absent from duty with permission and with pay
- (p) "Leave of absence without pay" means to be absent from duty with permission but without pay.
- (q) "Pay" means rate of compensation per hour for the job.
- (r) "Resignation" means a. voluntary notice by an employee that they are terminating their service on the date specified.
- (s) "Rest Period" is a paid interval that is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (t) "Vacation year" shall be the calendar year commencing January 1st to December 31st.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement, shall be sent to the President of the Union or their designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President of the Union or designate.

3.4 No Other Agreement

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

3.5 No Discrimination

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

3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select up to two stewards at any time to represent employees. The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (b) A steward, or their alternate, must obtain the permission of their immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (c) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) where a worker health and safety representative is not available, carrying out duties within the realm of safety responsibilities, those being recognized as complaints of urgent nature which require immediate attention; after which the steward will liaise back to the joint health and safety committee/worker representative; and
 - (5) attending meetings called by the Employer.

3.7 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the office at 312 Main Street in Vancouver or virtual meeting space to hold up to four one-hour union meetings per year. The Union agrees to provide the Employer with four weeks' notice of the meeting. Such meetings are permitted during work hours, however, they must not interfere with the operations of the Employer. Any such meetings will be unpaid.

3.8 Bulletin Boards

The Employer shall provide a virtual bulletin board for the exclusive use of the Union. The use of the bulletin board shall be restricted to the affairs of the Union.

3.9 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union.

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted as follows:

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) subject to the Employer's operational requirements, to elected or appointed representatives of the Union to attend to union business which requires them to take time away from their employment, such leave requests to not be unreasonably withheld;
- (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) to stewards to maintain all bulletin boards;
- (6) to employees designated by the Union to sit as observers in accordance with Article 24.12 (Union Observer) on interview panels;
- (7) to a grievor to attend an arbitration board or any other Labour Relations body responsible for hearing that particular grievance.

(b) *Without loss of pay:*

- (1) to stewards, or their alternates, to perform their duties as outlined in Article 3.6 (Recognition and Rights of Stewards);
- (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours;

(c) *With Straight-Time Pay*

To members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

(d) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of employees. Such leave requests shall not be unreasonably denied. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article shall include sufficient travel time, where necessary.

(e) *Collective Bargaining*

A union bargaining committee shall be appointed by the Union and shall consist of up to three members and at least one alternate of the Union together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

3.11 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.

(b) 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.

3.12 Labour Relations Code

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

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union's Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted. All deductions shall be remitted to the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (d) Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount shall be the amount deducted. From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (e) The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.
- (f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.

(g) The Employer will provide to the Union on a quarterly basis a report of bargaining unit employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those bargaining unit employees.

(h) Once per fiscal year, the Union may audit the dues remittance of the employer. The Employer will provide all relevant payroll and financial documentation for the sole purpose of auditing the dues remittance to the Union.

(i) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount. Each EFT email will also include:

1. Employer name
2. Pay period type (e.g. monthly, semi-monthly, biweekly, etc.)
3. Pay period number
4. Pay period end date
5. Pay period pay date

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

The Employer agrees to provide the name, email address, and phone number of the new employee's steward in the letter of hiring. The employee's immediate supervisor will introduce the new employee to their steward, either in person or virtually.

The Employer will introduce by email each new employee to the steward(s). The Employer will notify the steward of new employees within 10 days of the start date of the new employee. The Employer agrees that a union steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 60 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 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.

8.2 Union Representation

The Employer agrees that access to its in person or virtual premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business. Representatives of the Union shall notify the designated employer's official in advance of their intention and their purpose, and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of a virtual meeting space if needed to facilitate the orderly and confidential investigation of grievances.

8.3 Labour Management Committee

(a) There shall be established a labour/management committee composed of two union representatives and two employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees, as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) An employer representative and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer within three working days.

(c) The Committee shall meet at least once every two months or at the request of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least 48 hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee. The Union may request a BCGEU staff representative to attend as a resource. Either party may bring as a guest another staff person for technical expertise.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

8.4 Technical Information

(a) The Employer agrees to provide to the Union such information, as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

(b) In January of each year, the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

(c) The Employer will provide to the Union with every regular dues remittance the information outlined in the chart provided by the Union.

- (1) The information will be provided electronically in the file formats ".csv". If the employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.
- (2) The format of the information submitted by the Employer must be sent in the same format and column order, and be consistent from submission to submission.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) The interpretation, application, or alleged violation of the agreement, including all memoranda, letters and addenda attached to the collective agreement including the question of arbitrability; or
- (b) The dismissal, suspension or discipline of any employee in the bargaining unit; shall be resolved in accordance with the following procedures:

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated supervisor within 14 days from the date the employee knew or reasonably should have known of the incident giving rise to the grievance. The aggrieved employee shall have the right to have their steward present at such a discussion.

If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance, but shall submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Written Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4, must do so not later than 30 days after:

- (a) the date on which they failed to resolve the dispute as outlined in Step 1, Article 9.2; or
- (b) for any grievance that is permitted to commence at Step 2, the date which they were notified orally or in writing of the action or circumstances giving rise to the grievance, or on which they first became aware of the action or circumstance giving rise to the grievance, as referenced in this agreement.

9.4 Step 2

- (a) Subject to the time limits in Article 9.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated supervisor through the union steward.

(b) *The supervisor shall:*

- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
- (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply to Step 2

- (a) Within 10 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within 14 days of receiving the grievance at Step 2.

9.6 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 10 (Arbitration), the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

9.7 Time Limits

- (a) If the President of the Union, or designate, or the Employer does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, in such a case the Union or the Employer, as applicable, shall not be deemed to have prejudiced its position on any future grievance.
- (b) If the employer does not respond to the grievance within the prescribed time limits, the grievance shall be deemed in favour of the grievor and the requested remedy shall be implemented.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. All grievances must be presented to the Employer via email sent to the Director of Operations or their designate.

9.8 Dismissal or Suspension Grievance

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

9.9 Alternate Dispute Resolution Process

- (a) The parties value conciliation as a way to address grievances outside of the grievance procedure and as an alternative to arbitration.

(b) Following the completion of Step 1, an employee may elect to participate in one of the alternative dispute mechanisms (ADR) set out below. In order to participate in ADR the employee must notify the employer of their election no later than 30 days after the date on which the parties failed to resolve the dispute as outlined in Step 1, Article 9.2.

(c) Employees who are Indigenous may use either the Indigenous ADR Process set out below or the Non-Indigenous ADR Process set out below.

(d) Employees who are not Indigenous may only use the Non-Indigenous ADR Process set out below.

(e) In the event that the parties are unable to resolve the matter through the ADR process then the matter may proceed to arbitration. In this case, either of the parties may notify the other party within 30 days that the matter has been referred to arbitration. Such notice shall be sent by email.

(f) In the event a mutually agreeable resolution is reached in ADR then the matter is finally concluded and may not proceed to arbitration and no further grievance may be filed in relation to that particular matter.

(g) Any resolution reached through the ADR Process will be without prejudice or precedent and shall not be relied upon in any proceeding as evidence in that proceeding.

(h) *Indigenous ADR Process*

(1) The Indigenous ADR Process is a flexible, inclusive process intended to facilitate the peaceful, respectful resolution of disagreements between parties to this collective agreement. It is intended to be a guiding process to assist people with relating in harmony. For example, the Indigenous ADR Process could include an Elder's council or peacemaking circle. The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, the Indigenous ADR process is not limited to a single process. The process may consist of participation of the parties in a resolution circle intended to foster trust, honesty, respect, equality and consensus.

(2) Within 14 days of the employee electing to participate in the Indigenous ADR Process the employer will meet with the employee to discuss the procedures and form of the Indigenous ADR Process in the particular case, taking into account the practices and protocols of the employee's nation. The Employer may request from the employee confirmation from a representative of the employee's nation regarding the process or procedures followed by that Nation.

(3) The parties agree that there is no set timeline for completing the Indigenous ADR Process. However, the parties agree to use best efforts to complete the process in a reasonable amount of time.

(4) The individuals who will participate in an Indigenous ADR Process will vary from case to case. Participants will be chosen in each individual case, by each party, based on the individual's ability to assist in the ADR process and may include external cultural support.

(5) The Employer and the Union will each pay one-half of the costs associated with the Indigenous ADR process.

(i) *Non-Indigenous ADR Process*

(1) Within 14 days of the employee electing to participate in the Non-Indigenous ADR Process the employer will meet with the Union to agree on a mediator.

- (2) The process and location of the mediation will be determined by the mediator with input from the parties.
- (3) Unless the parties agree otherwise in writing, the mediation must occur within 60 days of the employee electing to participate in the Non-Indigenous ADR Process.
- (4) The Employer and the Union will each pay one-half of the costs of the mediator.

9.10 Deviation from Grievance Procedure

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

9.11 Policy Grievance

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

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

9.12 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance shall be defeated or deemed to be allowed merely because of a technical error by the other party, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance or any response and the power to waive formal procedural irregularities in the processing of a grievance, in the event that there were reasonable reasons for the technical error.

ARTICLE 10 - ARBITRATION

10.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other party within 30 days of the receipt of the reply at Step 2, that the grievance is to be submitted to arbitration. Such notice shall be by email.

10.2 Appointment of the Arbitrator

Where a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix B (List of Arbitrators).

The individuals will be appointed in rotation unless they are unable to schedule the hearing within 60 days in which case the next individual on the list will be appointed. Where the parties mutually agree, an arbitrator who is not listed in Appendix B may be appointed.

Appendix B may be amended by mutual agreement to allow for Indigenous arbitrators.

10.3 Arbitration Procedure

The Arbitrator may determine their own procedure in accordance with the British Columbia *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of the conclusion of the arbitration.

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

Each party shall pay ½ of the fees and expenses of the Arbitrator.

10.7 Amending Time Limits

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

10.8 Witnesses

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

10.9 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process. Consenting to expedited arbitration will be without precedent and the agreement to advance a type of grievance listed above to expedited arbitration in one case does not mean that either party must consent to expedited arbitration for another case, of the same type even where identical or similar facts are present.

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) The parties will limit their use of authorities.
- (f) The parties will not use outside counsel.
- (g) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

- (a) The Employer may dismiss or suspend for just cause. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal shall be forwarded to the President of the Union or the designated staff representative within five working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include verbal warnings, written warnings, letters of reprimand, suspension and dismissals.
- (b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file, which might be the basis of disciplinary action.
- (c) Should an employee successfully grieve any discipline, or any documents setting out discipline, or any other documents as outlined in (a), these shall be removed from the personnel file within 15 days.
- (d) All entries related to discipline shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a similar infraction during that time period.
- (e) The Employer agrees not to introduce any documents outlined in a) or b) as evidence in a hearing if the employee was not previously been made aware of the document prior to the date on which it was placed in their personnel file.

11.5 Personnel File

- (a) An employee, or the President of the Union or their designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. Upon written notice from the employee or the Union, the Employer shall provide access to such information as soon as reasonably practical and within five working days.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

11.6 Right to Have Union Representative Present

- (a) An employee shall have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause shall not apply to those interviews that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any interview with supervisory personnel, which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.
- (c) An employee has the right to select the steward they wish to represent them providing that this does not result in an undue delay.

11.7 Abandonment of Position

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

11.8 Probation

- (a) The Employer may reject a probationary employee during probation based on the test of suitability. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.2 of this agreement. The test for rejection on probation shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all employees shall be three months worked.
- (c) In the event the Employer is unable to determine whether an employee is suitable for continued employment in their position the Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months.
- (d) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 2.

11.9 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of all parties that employees be reassigned or removed from direct interaction during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within 14 days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and shall not be referred to by either party in any third party proceedings, however it may be used in any grievance relating to the incident or any grievance alleging a contravention of this Article 11.9(b).
- (c) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

Seniority is defined as the length of service in the bargaining unit based on all hours worked, and shall include service with the Employer prior to the certification or recognition of the Union.

12.2 Seniority List

The Employer will prepare and provide to the Union once every six months an up-to-date seniority list containing the following information pertaining to its bargaining unit employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay.

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

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

12.3 Loss of Seniority

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

- (a) they are discharged for just cause and not reinstated through the grievance procedure;
- (b) they voluntarily resign their position or abandon their position, as per Article 11.7 (Abandonment of Position);
- (c) they are on layoff for more than one year;
- (d) upon being notified by the Employer by email at their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees shall have up to 14 days to return to work; or
- (e) they are promoted to an excluded position and pass the probation period.

12.4 Bridging of Service

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

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

12.5 Return to Bargaining Unit

An employee who accepts a position with Pain BC outside the bargaining unit and then subsequently returns to the unit shall have their prior seniority recognized upon their return to the unit.

12.6 Same Seniority

When two or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by a flip of a coin.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, a loss of revenue, or a program termination, or closure or other material change in organization.

13.2 Pre-Layoff Discussion

(a) Before a layoff occurs, the Employer shall notify the Union to discuss lessening disruption to clients and staff. Prior to the layoff of any regular employee(s) covered by this Agreement, and within 10 working days of the decision to make layoffs, members of the Leadership Team may canvass members of the bargaining unit in one-on-one conversations to invite:

- (1) placement on the recall list with no loss of seniority;
- (2) early retirement; or
- (3) other voluntary options, as agreed to by the Union and the Employer.

13.3 Layoff

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

13.4 Bumping

- (a) The Employer will identify the date that the layoff will begin.
- (b) A laid off employee can choose:
 - (1) to be placed on the recall list with no loss of seniority; or
 - (2) to bump any employee with less seniority if they are qualified to perform the work. An employee can bump up, but not into a supervisory position. Subsequent employees affected by bumping may choose to bump the least senior employee provided that they are qualified to satisfactorily perform the work:
- (c) An employee must exercise their bumping rights within seven days of receiving a notice of layoff by providing written notice to the Executive Director.

13.5 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by email. Employees must accept recall within seven days of receipt of the email. Employees shall have 14 days after accepting recall to return to work.
- (b) The recall period shall be one year.
- (c) New employees shall not be hired until those laid off whose recall periods have not yet expired in that classification have been given an opportunity of recall.
- (d) Should any deleted position be reopened within one year of its deletion, the regular staff member who last occupied the position shall have the right of first refusal, provided the staff member is currently employed by Pain BC or is eligible for recall.

13.6 Advance Notice

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

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

13.7 Grievance on Layoffs and Recalls

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

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purposes of this article, the normal days of operation shall be Monday to Friday.

14.2 Regular Working Hours

- (a) Regular working hours shall be up to eight hours per day, five days per week, and 37.5 hours per week.
 - (1) if an employee, reporting for work at the call of the Employer is informed upon arrival at work that they are not required to work, the employee shall be paid for a minimum of two hours' pay at their regular rate.
 - (2) an employee reporting for work at the call of the Employer shall be paid a minimum of three hours' pay at their regular rate if they commence work.
- (b) No employee shall be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer.
- (c) From time to time the Employer may require employees to attend training, conferences or meetings held on a Saturday or Sunday. In such cases, the Employer will give the employee two weeks'

notice and the employee will be allowed to adjust their regular work schedule by reducing their work hours by the number of hours required to attend the event.

14.3 Part-Time Employees

Employees whose regularly scheduled hours of work are less than 37.5 hours a week shall be considered part-time employees.

14.4 Flexible Work Schedule

The Employer and the Union recognize that employees have life, work and health responsibilities, which require them to have flexibility in their work schedules to complete their work. The parties therefore agree that flexible hours and remote work arrangements shall be maintained, and such arrangements shall be consistent with the following:

- (a) The director is aware of the flexible work arrangement;
- (b) Regular hours worked shall not exceed 80 hours in a 14 day period or eight hours in a day;
- (c) Starting and finishing times for employees working a flexible work schedule shall be unscheduled around a core period mutually agreed between the employee and their Director;
- (d) Travel on the Employer's business shall be compensated at straight-time rates.

14.5 Rest Periods and Meal Breaks

- (a) An employee shall be permitted two paid rest periods of 15 minutes in the workday.
- (b) An employee who works in excess of four hours in a workday shall be entitled to a 30-minute unpaid meal break.
- (c) An employee shall be entitled to take their meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight time including the accrual of all benefits of the collective agreement.

14.6 Lieu / flex/ earned day off

Once scheduled, an employee's lieu, flex or earned day off will not be changed without mutual agreement with the employee.

14.7 Staff Meetings

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

14.8 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Clause 14.2(a) (Regular Working Hours), all special and paid leaves such as holidays, annual vacation, sick leave, and compassionate leave will be converted to hours on the basis of the normal full-time daily hours of work outlined in Clause 14.2(a) (Regular Working Hours), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 - WORKLOAD

15.1 Review of Workload and Burnout Prevention

- (a) Both parties recognize the benefit of preventing burnout and overwork in employees. The Labour Management Committee will develop and monitor strategies and objectives in the employer's guiding plans to prevent burnout and overwork.
- (b) The Employer agrees to review, at the request of the Union or employees, the workload of any employee or group of employees who consistently request(s) and/or logs overtime.

15.2 Workload Due to Temporary or Permanent Vacancies

Where an employee's workload is temporarily increased as a result of positions being temporarily or permanently vacant due to illness, vacation, leave of absence, resignation or any other reason, then the Employer will meet with the affected employee prior to the employee's workload being increased to discuss how the employee's current workload may be re-prioritized so that the employee can avoid or minimize burnout. In the case of emergencies it may not be possible to meet with the employee prior to the increase in workload, however, in those situations the Employer will meet with the employee as soon as is reasonably practical.

15.3 Assignment of Work

- (a) The parties agree that it is essential to ensure that all employees be advised of their job expectations, duties and responsibilities.
- (b) Where an employee is concerned that they cannot complete assignments and/or their work obligations, it is their responsibility to seek advice and direction from their director. The director will then provide direction to the employee, as necessary, on how to complete the assigned duties. This may include instructions on the priorities of the assigned duties.
- (c) Where an employee seeks the direction of their director regarding the completion of their work assignments for three consecutive weeks or longer, the employee and the director will review the workload of the employee to consider the contributing factors for the inability to complete the work.
- (d) Should the matter remain unresolved, it may be referred to the Labour Management Committee for resolution. Individual disputes referred to the Committee shall be dealt with in confidence, within 20 days of referral.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*overtime*" means work authorized in advance by the Employer and performed by an employee in excess of eight hours in a day, or 40 hours in a week.
- (b) "*straight-time rate*" means the regular hourly rate of remuneration.
- (c) "*overtime rate*" means one and one-half times the straight-time rate

16.2 Overtime Entitlement

- (a) An employee shall be entitled to compensation at the overtime rate for pre-authorized overtime in excess of eight hours in a day or 40 hours in a week.

- (b) Pre-authorization must be communicated in writing between the employee and their Director.
- (c) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and advise their Director as quickly as possible, and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

16.3 Recording of Overtime

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

16.4 Overtime Compensation

- (a) Overtime that is approved and outside of an employee's flexible work schedule as described in Article 14.4 (Flexible Work Schedule) shall be compensated at the overtime rate.
- (b) The employee shall be compensated for all overtime with pay.
- (c) Overtime shall be calculated in 15 minute increments.

16.5 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations that are beyond the Employer's control, without being subject to disciplinary action for so refusing.

16.6 Entitlements Meet or Exceed Employment Standards

The parties agree the entitlements set out in this agreement respecting hours of work and overtime, considered collectively, meet or exceed the minimum entitlements set out in the *Employment Standards Act*.

16.7 Rest Interval

An employee required to work overtime beyond their regularly scheduled hours shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular schedule of hours. If eight clear hours are not provided, overtime rates shall apply to the portion of the hours that fall within the eight hour rest period.

16.8 Childcare and Elder Care Expenses Outside of Regular Workday

Should an employee be required to work on the Employer's business outside of their regular workday, and the employee consequently incurs childcare or elder care expenses, the Employer agrees to reimburse the costs of receipted childcare or elder care expenses for the period over and above their regular workday where such expenses are incurred. Such reimbursement must be approved in advance of the expense being incurred. Such reimbursement shall only apply where no one else who would normally participate in the childcare or elder care can provide the care. The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and the name of the caregiver/agency.

ARTICLE 17 - HOLIDAYS**17.1 Paid Holidays**

(a) The Employer recognizes the following as paid holidays:

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

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

Should Pain BC close its offices between Christmas Day and New Year's Day, this period will be recognized as time off without loss of pay.

17.2 Holiday Falling on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on another day, the next regularly scheduled workday shall be deemed to be the holiday. When a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the next regularly scheduled workday (or the workday immediately following the next scheduled workday, where the preceding section already applies), shall be deemed to be the holiday for the purpose of this agreement.

17.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement between the employee and their Director and taken within six months of the day in which it was earned. An employee may, by mutual agreement between the employee and their Director, take lieu days off together with their vacation in accordance with Article 18.3 (Vacation Preference and Scheduling).

17.4 Working on a Designated Lieu Day

If a regular employee is called to work on a day designated as the lieu day, the employee shall be compensated at time and one-half for all hours worked and the lieu day shall be rescheduled in accordance with Article 17.3 (Holiday Falling on a Day of Rest).

17.5 Holiday Falling on a Workday

An employee who is required to work a designated holiday shall be compensated at time and one-half for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 14.8 (Conversion of Hours).

The lieu day shall be scheduled by mutual agreement between the employee and their Director or in accordance with Article 18.3 (Vacation Preference and Scheduling) or where the Director and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement between the employee and their Director and taken within six months of the day in which it was earned or where the

Director and the full-time employee mutually agree, be paid out. An employee may, by mutual agreement between the employee and their Director, take lieu days off together with their vacation in accordance with Article 18.3 (Vacation Preference and Scheduling).

17.6 Holiday Coinciding with a Day of Vacation

Where a regular employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

17.7 Paid Holiday Pay

Payment for holidays will be made at an employee's regular pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 working days preceding their holiday, in which case they shall receive the higher pay.

17.8 Religious and Ethno-Cultural Holidays

An employee shall have the option of working two of the following days - Christmas Day, Boxing Day, Good Friday or Easter Monday in exchange for two paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 17.1 (Paid Holidays). Employees exercising this option shall not be entitled to compensation pursuant to Article 17.5 (Holiday Falling on a Workday) on the above referenced days and shall provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer and that it is subject to the Employer's approval, such approval not to be unreasonably withheld.

17.9 Other Observances

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

17.10 Entitlements Meet or Exceed Employment Standards

The entitlements set out in this article meet or exceed the minimum entitlements set out in the *Employment Standards Act*.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

- (a) An employee shall be entitled to take all earned paid vacation entitlement or any portion thereof. Such vacation shall be deducted from the total earned entitlement for that vacation year. If unsuccessful passing their probationary period, the employee shall receive pay equal to their vacation accrual within their final pay cheque.
- (b) Employees shall earn the following vacation with pay:
 - (1) from start of employment to 7 years of continuous service 20 workdays (8% of gross earnings)
 - (2) 7 years of continuous service 25 workdays (10% of gross earnings)

(3) 14 or more years of continuous service 30 workdays (12% of gross earnings)

(c) Vacation entitlement will be prorated for part-time employees.

18.2 Vacation Preference and Scheduling

(a) No employee shall be restricted in the time of year they choose to take their vacation. An employee shall be entitled to receive their vacation in an unbroken period if they choose to do so.

(b) Preferences in the selection and allocation of vacation blocks shall be determined on the basis of seniority. Vacation blocks are defined as uninterrupted vacation periods at least five workdays.

(c) Employees will provide their first (i.e. most desired) vacation block selection by March 31st of each year. In the event of a conflict in requested vacation blocks, seniority shall be the determining factor.

(d) Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation block. Seniority shall prevail in subsequent vacation blocks, but only after all other "first" vacation blocks have been posted. Seniority shall also prevail in further block choices in the same manner.

(e) Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.5 (Vacation Carryover).

(f) For subsequent vacation block selections, employees shall make a written request at least 15 working days prior to the vacation time desired. Written confirmation from the Employer will be given within five working days after receipt of the employee's written request. Such notice may be waived by mutual agreement between the employee and their Director.

(g) An employee who does not exercise their seniority rights to request vacation blocks prior to a less senior employee, shall not be entitled to exercise those rights in respect to vacation time previously selected and approved for an employee with less seniority.

(h) Ad hoc vacation days can be requested and shall not be unreasonably denied.

18.3 Vacation Carryover

(a) A regular employee may carry over up to five days' vacation leave per year, which must be used by March 31st of the following fiscal year. The maximum number of carried over vacation days at any time is five.

(b) Any unused vacation shall be paid out by December 31st, except for those days the employee opts to carry over as outlined in (a) above.

(c) The employer shall provide a record of untaken and carried over vacation to the Joint Labour Management Committee upon request.

(d) A single vacation block, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, or as a seniority choice for the subsequent vacation year.

18.4 Vacation Schedule Changes

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

18.5 Vacation Credits Upon Death

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

18.6 Vacation Pay Upon Termination

Should an employee's employment terminate, they shall be paid out any unused earned vacation on their final paycheck.

Any unearned vacation taken shall be paid back to the Employer and can be deducted from the employee's final paycheck.

18.7 Approved Leave of Absence with Pay During Vacation

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during their vacation block, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer.

18.8 Callback on Vacation

- (a) Employees who have commenced their vacation shall not be called back to work, except in cases of extreme emergency.
- (b) The minimum compensation for vacation callback shall be four hours of paid time, regardless of how much time is actually worked.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

- (a) *Sick Leave Credits*
 - (1) Regular employees shall be credited with a sick bank of 18 days at date of hire and each subsequent January 1st each year thereafter.
 - (2) Sick leave credits do not carryover.
 - (3) Upon request, an employee shall be advised in writing of the balance of their sick leave credits.
- (b) Each sick leave day shall be compensated at 100% of the employee's regular rate.

19.2 Employee to Inform Employer

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

19.3 Medical and Dental Appointments

- (a) Employees shall make every reasonable effort to schedule their medical and dental appointments outside of their working hours.

- (b) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted in accordance with Article 19.1 (Sick Leave Credits).
- (c) Any necessary travel time, for the employee to attend a medical and/or dental appointment, shall be granted in accordance with Article 19.1 (Sick Leave Credits).

19.4 Workers Compensation Benefit

- (a) Employees shall receive directly from the applicable workers' compensation board or tribunal any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of wage loss benefits, paid vacation will not accrue. However, unused vacation accrued will not be lost as a result of this clause.
- (c) While an employee is in receipt of wage loss benefits, their benefits under Article 28 - Health and Welfare Benefits will continue.
- (d) An employee will be entitled to use sick leave credits while waiting for WCB benefits to be approved. An employee shall reimburse the Employer for any sick leave paid to them at such time as WCB benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

19.5 Seniority While on Sick Leave

An employee who returns to work after an absence due to illness or injury will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the leave.

ARTICLE 20 - LEAVES

20.1 Bereavement Leave

- (a) An employee shall be granted five days of paid leave in the event of the loss of a family member or loved one. Extra days of paid leave for bereavement may be granted upon approval from the Director to cover such circumstances as excessive travel time or multiple bereavement.
- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits shall be restored.
- (d) In the event of the death of an employee's co-worker or client they work with, they shall be entitled to bereavement leave with pay for up to one day.

20.2 Full-Time Union or Public Duties

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

- (a) For employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election, for a maximum period of 90 days;

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

20.3 Leave for Court Appearances

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

20.4 Elections

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

20.5 General Leave

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

20.6 Compassionate Care Leave

- (a) Notwithstanding the definition of "family" in Article 2.2, for the sole purposes of this Article 20.6 (Compassionate Care Leave) the term "family member" is as defined in the Family Member Regulation of the *Employment Standards Act*.
- (b) An employee will be granted a compassionate care leave of absence without pay in accordance with the *Employment Standards Act* for up to 27 weeks 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 other such period as may be prescribed, after:

- (1) The date the certificate is issued, or
 - (2) If the leave began before the certificate is issued, the date the leave began.
- (c) A regular employee who is granted compassionate care leave in accordance with this clause shall be entitled to the benefits as follows:
- (1) The eligible employee's benefit coverage will continue to apply as though the employee was on a paid leave for the duration of the compassionate care leave, to a maximum of 27 weeks.
 - (2) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be returned to their regular position providing the position still exists.

20.7 Domestic Violence Leave

- (a) *“domestic violence”* means:
- (1) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
 - (2) a threat or attempt to do an act described in (1) above.
- (b) *“intimate partner”* includes a spouse, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.
- (c) *“sexual violence”* means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.
- (d) *Exception to Entitlements*

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

(e) *Place of Work Accommodation*

If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall allow the employee to work at the Employer's co-working locations.

(f) *Hours of Work Accommodation*

If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer

has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(g) *Domestic Violence Leave*

(1) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(2) An employee is only entitled to a leave of absence under Clause 20.7 (g) (Domestic Violence Leave) if the employee uses the leave of absence for one or more of the following purposes:

(i) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(ii) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, transition house, sexual assault centre or other social services program or community agency; or

(iii) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(iv) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

(v) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(3) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(4) The first 15 days of leave taken under Clause 20.7 (g) (Domestic Violence Leave) is paid leave. Leave taken under Clause 20.7 (g) (Domestic Violence Leave) beyond 15 days is unpaid.

(5) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

20.8 Leave Respecting Death of Child

An employee is entitled to leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the Employment Standards Act and such leave shall be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE

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

An employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

21.1 Pregnancy Leave

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 21.1(b) must be given in writing to the Employer at least four weeks before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical or nurse practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical or nurse practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical or nurse practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Pregnancy leave may be extended for up to an additional six months for health reasons where a qualified medical or nurse practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Clause 21.1 (Pregnancy Leave),
 - (2) in the case of the partner of the pregnant parent up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) The leave period may be extended without pay beginning immediately after the standard or extended parental leave period as follows:

- (1) An additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (2) Pursuant to the Government of Canada Parental Sharing Benefit:
 - (i) If the employee opts for standard parental leave and shares the benefits with the non-birth parent, they can receive an additional five weeks for a total of up to 40 weeks, which can be divided however they choose. However, one parent cannot receive more than 35 weeks of standard parental leave.
 - (ii) If the employee opts for extended parental leave and shares the benefits with the non-birth parent, they can receive an additional eight weeks for a total of up to 69 weeks, which can be divided however they choose. However, one parent cannot receive more than 61 weeks of extended parental leave.
- (3) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner, nurse practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

All leave taken under Article 21 (Pregnancy and Parental Leave) is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 21.1 (Pregnancy Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clause 21.1(f) (Pregnancy Leave) and/or 21.2(c) (Parental Leave).

21.5 Return from Leave

- (a) On return from leave, an employee shall be placed in their former or equivalent position at the appropriate pay step.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clauses 21.1 (Pregnancy Leave) or 21.2 (Parental Leave).

21.6 Benefit Plan

The Employer will continue to pay the Employer's share of health and welfare benefits premiums during any leaves under this article.

21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 12.5 (Bridging of Service) and/or Clause 12.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

21.8 Sick Leave Credits

Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal sick leave per Article 19 (Sick Leave).

21.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 21.1 (Pregnancy Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

The Employer will continue to pay the Employer's share of health and welfare benefit premiums during any leaves under this article.

An employee on extended child care leave will provide the Employer with at least two month's written notice of return from such leave.

Upon return from extended child care leave, an employee shall be placed in their former or an equivalent position at the appropriate pay step.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment will be fully complied with.

22.2 Working Environment

A safe working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation within the employee's first two weeks of work.

22.3 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all required statutes and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First Aid for stewards and members of the Joint Health and Safety Committee. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

22.4 Joint Health and Safety Committee

(a) The Employer will establish a Joint Health and Safety Committee and membership will be as follows:

- (1) the Committee will be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
- (2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.
- (b) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (c) The Committee will meet at least once every three months or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions.
- (d) The Committee will carry out all the functions and duties of a Joint Health and Safety Committee that are required by the *Workers Compensation Act*.
- (e) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted 30 minutes to meet together to prepare for each committee meeting. In the event that the worker representatives require additional time to prepare, this request shall not be unreasonably denied. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.
- Worker representatives shall be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in section 130 of the *Workers Compensation Act*.
- (f) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.
- (g) A worker representative will be entitled to annual employer paid leave to attend one union sponsored occupational health and safety training course per year, provided that the course is relevant to the Employer's operations. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training, however the Employer will not be required to pay for travel or hotel expenses.
- (h) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave, in addition to that required by law, during the first six months in which they serve on the Committee for the purposes of attending Committee Orientation training courses conducted by the union.

Where worksites exist with less than five employees working there, a worker representative from each such worksite will attend meetings of the Committee. This representative will be appointed by the Union as per section 128 of the *Act*. Meetings will be held on a monthly basis. The worker representatives have the same duties and functions as a joint committee member.

22.5 Strain Injury Prevention

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
 - (1) the work methods and practices;
 - (2) the layout and condition of the workplace and workstation;
 - (3) the characteristics of objects or equipment handled;
 - (4) the environmental conditions;
 - (5) the physical and psychological demands of work;
 - (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the joint occupational health and safety committee or worker health and safety representatives.

22.6 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work in accordance with the *Workers Compensation Act*.
- (b) An employee must not be subject to a prohibited action as defined in Section 3.13(1) of the Occupational Health and Safety Regulations and section 47 of the *Workers Compensation Act*.

22.7 Workplace Violence/Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety. The Joint Occupational Health and Safety Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee performing work in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

The Employer will ensure that there is the needed software or other applicable tools available for employees to be able to access pertinent information, including approach instructions, on clients with the potential of violence, physical aggression, and/or verbal abuse encountered through the workplace,

If an employee is exposed to physical or psychological violence, then the Employer will provide, through its internal resources, critical incident defusing and debriefing support, as applicable. Where an employee requires time off to attend critical incident defusing, debriefing or counseling, it will be without loss of pay or benefits.

Such critical incidents will be properly recorded, and the director, employer's representative and worker representative advised of the incident. The parties will meet at their earliest convenience, or within 30

days, to review the incident and update or implement any procedures or policies as needed to address the root causes, and/or ensure appropriate measures and supports are in place.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, may request a review by WorkSafeBC.

22.8 Violence

The Employer will develop and implement policies and safe work procedures to increase employee awareness, education and training in the prevention of injury or illness from violence in the workplace, including domestic violence.

22.9 Investigation of Incidents

(a) Pursuant to the *Workers Compensation Act*, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative of the Joint Health and Safety Committee shall be released from their regular duties to participate in the investigation. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

22.10 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment will receive payment for the remainder of their shift.

22.11 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of accident or injury while performing work duties will be at the expense of the Employer.

22.12 Employee Check-in

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

The Employer will review the home office of each employee and make recommendations to eliminate or minimize any identified hazards. The Employer develop and implement a written procedure for checking the well-being of an employee working alone.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated

to establish contact with the worker at predetermined intervals and the results must be recorded by the person.

The procedure(s) must be developed in consultation with the Joint Occupational Health and Safety Committee.

22.13 Communicable Diseases

- (a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable diseases, including but not limited to respiratory diseases such as COVID-19.
- (b) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (c) The Employer will, in consultation with the Committee and/or worker representatives, develop and implement measures necessary for the establishment of safe onsite / in person work environments, including conferences, workshops, training events, and any other in person work environments to prevent acquisition and transmission of a communicable disease.

Measures may include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
- (2) Post-exposure protocols.
- (d) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

22.14 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required, including supplying Personal Protective Equipment to mitigate the spread of COVID-19, colds and flus.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

"*Technological change*" means a change by the Employer of the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

23.2 Advance Notice and Layoff

60 days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

23.3 Discussions

Within 14 days of the date the notice under Section 23.2 of this article, the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this agreement should be amended.

23.4 Employment Protection

A regular employee who is displaced from their job by virtue because of technological change will be considered to be laid off according to Article 13.

23.5 Training

Where technological change requires additional knowledge and skill on the part of regular employees, the employer will provide such training. The Employer agrees to pay the cost of such training.

23.6 New Employees

No additional employees required because of technological change shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

ARTICLE 24 - JOB POSTINGS, APPOINTMENTS AND PROMOTION

24.1 Job Postings

- (a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall notify the Union in writing and post notice of the position on the Employer's virtual bulletin board within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.
- (b) Qualified internal candidates shall be considered and interviewed prior to external candidates.

24.2 Information in Postings

- (a) Postings shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, hours per week, the closing date, and submission instructions.
- (b) Qualifications shall not be established in an arbitrary or discriminatory manner. All postings shall state, "*this position requires union membership*". Postings shall also advise of any in person working requirements.
- (c) The parties agree that where applicable, the employer may establish positions that, due to the nature of the position's work, will be open to Indigenous applicants only.

24.3 Appointment Policy

- (a) Both parties are committed to implementing practices to foster a diverse workforce. The Employer shall maintain a Hiring Policy outlining selection practices that have goal of promoting equity
- (b) When hiring for a position the Employer will convene a panel made of members chosen by the Employer. The Employer will make bias training materials available to any members of the panel who have not already completed such training. Employees are eligible to be chosen by the Employer to sit on the panel but the final decision on hiring belongs to the Employer.

(c) At the end of a selection process, where the hiring committee has determined candidates' qualifications and fulfil Pain BC's objectives for justice and equity are relatively equal, seniority shall be a determining factor.

(d) For lateral transfers or demotions, the internal applicant with the requisite qualifications and abilities will be awarded the position. Where the above factors are relatively equal, seniority will be the determining factor. Where there are no qualified internal applicants, the Employer may appoint a qualified external applicant.

(e) For promotions, the qualifications, abilities and seniority of the applicants concerned will be the considerations. Where the above factors are relatively equal, seniority will be the determining factor. Where internal applicants compete with external applicants, the internal applicants will be given a 25% advantage over external applicants.

Lateral means: where the duties of the positions are substantially the same and within the job classification.

Promotion means: outside your classification

24.4 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to their former position, they shall be returned to their former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority.

24.5 Notification

The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.

24.6 Right to Grieve

Where an employee feels that they have been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance procedure in Article 9 (Grievances) of this agreement within seven days of being notified of the results.

24.7 Vacation and Leave Letters

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

24.8 Temporary Vacancies and Job Postings

(a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, shall be posted as per Article 24.1.

(b) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.

- (c) Accepting a temporary vacancy does not change the status of an employee.

24.9 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for an interview is made known.

24.10 Deemed Qualified

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

24.11 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews shall take place during the employee's regular working hours.

Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. An employee shall receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee.

24.12 Union Observer

The President of the Union or their designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The applicant will make the request for a union observer via contacting their Union Area Office.

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

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

25.2 Staff Development Leave

- (a) When attending courses, conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs at the employer's request, an employee shall be granted leave without loss of pay, at their regular rate of pay. The amount of pay received by an employee shall not exceed the full-time daily hours of work as outlined in Article 14.2 (Hours of Work).

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

- (b) An employee may be granted leave without pay to take work related courses in which the employee wishes to enroll to acquire the skills necessary to enhance opportunities.
- (c) Approval of requests will be given reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.

25.3 Pro development stipend

- (a) Employees shall receive \$500 per year to apply towards professional development.
- (b) Employees can convert the pro development stipend into paid leave for professional development purposes.
- (c) Upon request, an employee shall be advised in writing of the balance of their professional development stipend.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

The Employer recognizes equal pay for equal work.

26.2 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

26.3 Paydays

- (a) Paydays are biweekly Fridays.
- (b) A comprehensive statement detailing all payments, allowances and deductions be provided each pay period. Where requested by the employee the Employer will advise employees in writing on a monthly basis their vacation, sick leave, lieu time and overtime banks.

26.4 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix A (Wage Grid) of this agreement.

26.5 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they shall be compensated at the pay rate of the higher paying position.

Where an employee is directed to perform some of the duties of an excluded manager's position, they shall receive 10% above their current rate of pay while performing those duties.

Where an employee is directed to perform the principal duties of an excluded manager's position in addition to their own base position duties, they shall be compensated at the pay rate of the excluded manager's position.

26.6 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, they shall receive the rate of the new salary range, which is the closest step at least 8% above their current rate, but not more than the top of the new salary range.

26.7 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

An employee temporarily assigned by the Employer to a position with a rate of pay higher than their regular rate of pay shall receive the higher rate of pay.

26.8 Salary Protection and Downward Reclassification of Position

(a) An employee shall not have their salary reduced by reason of:

- (1) a change in the classification of their position; or
- (2) placement into another position with a lower maximum salary, that is caused other than by the employee.

An employee reclassified downward shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

That employee shall receive the full negotiated salary increases for their new classification thereafter.

(b) Such changes in classifications or placements made pursuant to Article 13(Layoff and Recall) are covered by (a) above

26.9 Transportation Allowance

(a) An employee who uses their own motor vehicle to conduct business, on behalf of and at the request of the Employer, shall receive an allowance of 54¢ per kilometre. Prior to submitting a claim, employees must accrue their mileages expenses until their claim is a minimum of \$10.

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

26.10 Meal Allowance and Accommodation

(a) Employees who are required by the Employer to travel away from their worksite shall be entitled to reimbursement for meal expenses incurred to the daily maximum of \$63.50 (\$17.00 breakfast, \$20.00 lunch, \$26.50 dinner) plus taxes and maximum 15% gratuity.

(b) Employees who are required by the Employer to travel away from their worksite shall be entitled to reimbursement for accommodations up to \$250 per night plus applicable taxes.

(c) Employees who are required by the Employer to travel away from their worksite shall be paid a daily incidental expense of \$10 if an overnight stay is required. Receipted expenses shall not be required for an employee to claim the daily incidental expense.

26.11 Work from Home Reimbursement

Where a full time employee works from their home on a regular basis, the Employer will provide that employee with \$150 per month to cover the costs of home internet connection and cell phone, prorated for any partial months. Where a part time employee works from their home on a regular basis, they will receive a prorated amount based on the percentage of their hours worked compared to a full time employee.

ARTICLE 27 - CLASSIFICATION & RECLASSIFICATION

27.1 Classification Specifications

The Employer shall supply the staff representative of the Union or their designate with new or amended classification specifications for those classifications in the bargaining unit, within 30 calendar days of the completion of such descriptions.

27.2 Job Descriptions

The Employer agrees to supply each employee with a copy of their current job description. Upon request, the Union shall be provided copies of all job descriptions in the bargaining unit.

27.3 Classification Maintenance Program

(a) *New Positions*: The Employer may institute new positions in addition to those listed in Appendix A. Should any such new position be instituted, the Employer shall establish whether the new position is classified in an existing classification or requires a new classification per (b) below. The Employer shall submit this information to the Union in writing and, in addition, shall post the classification and rate. The posting shall indicate that the new position and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the Provisions of Article 10 (Arbitration). Any change in the rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new position was instituted by the Employer.

(b) *New Classifications*: The Employer may institute new classifications in addition to those listed in Appendix A. Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate. The posting shall indicate that the new classification and rate of pay is subject to agreement between the Union and the Employer. Within 30 working days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 10 (Arbitration). Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(c) *Changed Classification*: If the Union claims that the duties of an existing classification have been significantly changed on a permanent basis the Union may request to meet with the Employer to review the classification and/or rate. If within 30 working days of the submission of such request; which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the

provisions of Article 10 (Arbitration). Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(d) *Abandonment*: If the Union does not request to meet with the Employer to review the classification and rate within 30 working days, as provided for in Article 27.1 (Classification & Reclassification), or if the Union does not refer the difference, if any, to arbitration within 30 working days, as provided in Article 10, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(e) *Jurisdiction of Arbitrator*: Notwithstanding anything else in this Agreement, the jurisdiction of an arbitrator will be limited to determining the following:

- (1) whether the Employer has created a new bargaining unit position or significantly changed the duties of an existing classification on a permanent basis; and, if so,
- (2) what is the appropriate wage for that new or changed position.

(f) *Extension of Time Limits*: The time limits referred to in this article may be extended by mutual agreement of the parties in writing.

ARTICLE 28 - HEALTH AND WELFARE BENEFITS

The Employer will provide Health & Welfare benefits consistent with and materially similar to the Health and Welfare benefits provided through Sun Life Insurance on the date of ratification and summarized in Appendix C. The Employer will pay all premiums associated with the benefit plans with the exception of Long-Term Disability which employees pay for by payroll deduction.

28.1 Eligibility

- (a) Coverage for all regular employees under these plans will commence on the first day following the successful completion of the employee's probation period or three months after the date of hire, whichever comes first.
- (b) Coverage under the provisions of these plans will apply to all employees.

28.2 Health Spending Account

The Employer shall maintain the \$4,000 per year Health Spending Account in effect on the date of certification. This amount will be pro-rated for part-time employees.

28.3 Long-Term Disability Plan

The Employer will provide long term disability consistent with and materially similar to the Long Term Disability Plan provided on the date of ratification. The adjudication of claims under the plan is the responsibility of the carrier.

28.4 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union or their designate.
- (b) The Employer will seek the Union's input prior to initiating any procurement process to select a service provider for the Health and Welfare Plans listed in (a) above.

- (c) Any change in benefit plans will be mutually agreed.

ARTICLE 29 - GENERAL

29.1 Supply and Maintenance of Equipment

- (a) Employees will be responsible for providing their own cellular phone and a suitable home office. The Employer will provide employees with the use of a computer and software that will remain the property of the Employer and which must be returned upon demand and/or upon the end of the employee's employment. The Employer will provide periodic information technology maintenance services for the computer and the software.
- (b) Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of an unforeseen power failure or in cases where the employees company-provided computer equipment or software unexpectedly malfunctions.

29.2 Indemnity

- (a) *Civil Actions* - Except where there has been gross negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
 - (2) assume reasonable legal fees arising from any such action.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

29.3 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the parties shall have printed sufficient copies of the agreement for the distribution to employees, and will also ensure access to online versions of the agreement.
- (b) The agreements shall be printed in a union shop and bear a recognized union label. The cost of printing shall be shared between the Union and the Employer.

29.4 Contracting Out

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

Upon request, the employer shall provide information concerning the use of contractors to the Joint Labour Management Committee.

29.5 Personal Duties

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

29.6 Staff Confidentiality

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

29.7 Required Certificates, Licensing Fees and Professional Dues

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

29.8 Volunteers

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

29.9 Standards of Practice and Code of Ethics

The Employer shall not direct an employee to contravene any standards of practice and/or codes of ethics that the employee is required to comply with as part of their duties.

29.10 Criminal Record Checks

Where the Employer requires an employee to undergo a criminal record check within their employment with the Employer, the Employer will pay the full cost of the criminal record check.

ARTICLE 30 - HARASSMENT

30.1 Harassment, Bullying and Misuse of Supervisory Authority in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and free from bullying and misuse of supervisory authority. The Employer shall take such actions as are necessary respecting an employee engaging in harassment or bullying in the workplace.

30.2 Personal and Psychological Harassment Definition

(a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's Indigenous identity, race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity or expression, immigration status (as defined in Article 1.6), marginalized work history, past substance use; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

(b) Personal and psychological harassment includes the misuse of managerial or supervisory authority in a manner which serves no legitimate work purpose and which a reasonable person would conclude meet the definition set out above. However, good faith actions of a manager or supervisor

relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

(c) Bullying between peers is a form of personal and psychological harassment and means vexatious behaviour by a person with no managerial or supervisory authority over the complainant, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee's dignity and that results in a harmful work environment; or a single incident by a person with no managerial or supervisory authority over the complainant that has a lasting harmful effect on the complainant.

30.3 Sexual Harassment Definition

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

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

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

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

(d) Sexual harassment refers to behaviour initiated by anyone regardless of gender directed toward anyone regardless of gender.

30.4 Complaints

(a) A complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

(d) A complainant may try to informally resolve their complaint with the assistance of a director, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.
- (g) If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

30.5 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted to the Executive Director. When the Executive Director has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 30, and the remedy sought.
- (d) The Executive Director will review the written complaint and determine next steps which will be communicated to the employee within 30 days. During this period, the Executive Director may take steps to informally resolve the complaint. During the review, and where appropriate, the Executive Director may refer the matter for investigation which will be completed without unreasonable delay. The Employer agrees to provide regular updates to the Union at least every 30 days.
- (e) The Executive Director will endeavour to reach a conclusion within 30 days of receiving the complaint. The Employer will advise the respondent, the complainant and the Union of the investigator's conclusion and the resolution of the complaint.
- (f) If the respondent is the Executive Director (or equivalent), the following process will be used:
 - (1) The complainant will contact the Union.
 - (2) As soon as possible but within 30 days the Union will notify the Executive Director (or equivalent) and the Pain BC Board of Directors. Clause 30.5(a) and (c) apply to the notice. Within 14 days of receiving the notice the Pain BC Board of Directors will identify to the Union who will serve as the representative of the Employer in respect of the complaint.
 - (3) The Employer representative and the Union will appoint a mutually agreed mediator to resolve the complaint (The person appointed is referred to below as "*the Appointee*".)
 - (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Pain BC Board of Directors and the Union. The report and recommendations will remain confidential, except for distribution to the Pain BC Board of Directors, the Union, the complainant and the respondent. The Appointee may stipulate

conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

(5) The Appointee's fees and expenses will be shared by the Employer and the Union.

(g) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

30.6 Referral to Arbitrator

If the response is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to an Arbitrator listed in Appendix B, or a mutually agreed Arbitrator, within 30 days of receipt of the Employer's response.

The Arbitrator will review the complaint and the Employer's response. The Arbitrator may make a decision based on these documents and, if they determine that there is no basis for a complaint or if there are insufficient particulars, may dismiss the complaint.

Where the Arbitrator determines there is sufficient reason to conduct a mediation/arbitration hearing, the Arbitrator shall hear and determine any dispute between the parties over the interpretation, application, or alleged violation of this clause.

The Arbitrator will determine their own process and may:

- (a) make findings of fact;
- (b) decide if, on the facts, personal or psychological harassment, sexual harassment, bullying between peers or misuse of managerial/supervisory authority has occurred;
- (c) attempt to mediate a resolve;
- (d) dismiss the complaint.

The decision of the Arbitrator shall be final and binding and consistent with the terms of the collective agreement.

The Arbitrator shall be seized of any grievances filed which pertain to a complaint filed under this clause.

Pending the determination of the complaint, the employer may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken will not be deemed disciplinary in nature or seen as evidence of the validity of the complaint.

ARTICLE 31 - GENDER TRANSITION POLICY

The Union and Employer agree to the following gender transition policy to cover transgender employees at work.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health

care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.

(c) The Employer will provide safe washroom and change room facilities to all trans workers at its co-working locations. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.

(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.

(e) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the union, the Employer will work with the union and the employee to tailor a transition or support plan to the employee's particular needs.

31.2 Group Benefit Plan

The Employer will put in place a group benefit plan with coverage for the costs of gender-affirming care that provides the following transition-related procedures:

Surgical and Other Procedures for Male-to-Female Transition:

- Breast augmentation/augmentation mammoplasty
- Thyroid chondroplasty
- Laryngoplasty
- Permanent hair removal (laser or electrolysis) for pre-surgical areas

Surgical and Other Procedures for Female-to-Male Transition:

- Hysterectomy
- Vaginectomy
- Salpingo-oophorectomy
- Chest contouring/chest masculinization
- Implementation of penile and/or testicular prostheses
- Permanent hair removal (laser or electrolysis) for pre-surgical areas.

31.3 Transition Leave

The Employer will grant an employee at least 8 weeks of leave without pay for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect until midnight, **<36 months post ratification>**.

32.2 Notice to Bargain

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after (date), but in any event not later than midnight, **<36 months post ratification>**.

Where no notice is given by either party prior to <36 months post ratification>, both parties shall be deemed to have been given notice under this article on <36 months post ratification>.

All notices on behalf of the Union shall be given by the B.C. General Employees' Union and similar notices shall be given by the Employer, or designate.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 32.2 (Notice to Bargain), the parties shall, within 14 days after the notice was given, commence collective bargaining.

32.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

32.5 Effective Date of Agreement

The provisions of the agreement shall come into full force and effect on the date of ratification, unless specified otherwise.

32.6 Agreement to Continue in Force

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

APPENDIX A Wage Grid

Classification	Step	Pay rate on date of ratification
Coordinator	Step 1 - Start	\$51,999.19
	Step 2 - 12 months	\$53,039.18
	Step 3 - 24 months	\$54,099.96
	Step 4 - 36 months	\$55,181.96
	Step 5 - 48 months	\$56,285.60
	Step 6 - 60 months	\$57,411.31
	Step 7 - 72 months	\$58,559.54
	Step 8 - 84 months	\$59,730.73
Social Worker/ Counsellor	Step 1 - Start	\$68,978.52
	Step 2 - 12 months	\$70,358.09
	Step 3 - 24 months	\$71,765.25
	Step 4 - 36 months	\$73,200.56
	Step 5 - 48 months	\$74,664.57
	Step 6 - 60 months	\$76,157.86
	Step 7 - 72 months	\$77,681.02
	Step 8 - 84 months	\$79,234.64

Classification	Step	Pay rate on date of ratification
Lead 3	Step 1 - Start	\$67,626.00
	Step 2 - 12 months	\$68,978.52
	Step 3 - 24 months	\$70,358.09
	Step 4 - 36 months	\$71,765.25
	Step 5 - 48 months	\$73,200.56
	Step 6 - 60 months	\$74,664.57
	Step 7 - 72 months	\$76,157.86
	Step 8 - 84 months	\$77,681.02
Lead 2	Step 1 - Start	\$68,978.52
	Step 2 - 12 months	\$70,358.09
	Step 3 - 24 months	\$71,765.25
	Step 4 - 36 months	\$73,200.56
	Step 5 - 48 months	\$74,664.57
	Step 6 - 60 months	\$76,157.86
	Step 7 - 72 months	\$77,681.02
	Step 8 - 84 months	\$79,234.64
Lead 1	Step 1 - Start	\$77,520.00
	Step 2 - 12 months	\$79,070.40
	Step 3 - 24 months	\$80,651.81
	Step 4 - 36 months	\$82,264.84
	Step 5 - 48 months	\$83,910.14
	Step 6 - 60 months	\$85,588.34
	Step 7 - 72 months	\$87,300.11
	Step 8 - 84 months	\$89,046.11
Project Manager	Step 1 - Start	\$77,520.00
	Step 2 - 12 months	\$79,070.40
	Step 3 - 24 months	\$80,651.81
	Step 4 - 36 months	\$82,264.84
	Step 5 - 48 months	\$83,910.14
	Step 6 - 60 months	\$85,588.34
	Step 7 - 72 months	\$87,300.11
	Step 8 - 84 months	\$89,046.11

Step: the number of months completed since the date of hire. For example, an employee moves to Step 2 after completing 12 months of employment.

Year 1:

- Effective the date of ratification (i.e. no retroactive pay) employees are placed on the grid at the higher of: 1) the appropriate step according to the above definition of step, or 2) the step immediately above their current salary. In the event that placement on the grid results in less than a 1.9% increase, the employee will receive 1.9% on date of ratification and move to the next higher step on their step anniversary.

Year 2:

- On the 2024 anniversary of ratification, increase rates of pay by 2%.

Year 3:

- On the 2025 anniversary of ratification, increase rates of pay by 2%.

BC Minimum Wage Provision:

- Notwithstanding this wage schedule, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.

Position/Job Classification	Classification
Administrative Coordinator	Coordinator
Coordinator, Communications	Coordinator
Coordinator, Communications	Coordinator
Coordinator, Education	Coordinator
Coordinator, Support Services	Coordinator
Education Coordinator	Coordinator
Senior Lead, Support Services	Lead 1
Lead, Coaching for Health	Lead 2
Lead, Pain Support and Wellness Groups	Lead 2
Lead, Pain Support Line	Lead 2
Lead, Chronic Pain Network KM/IS	Lead 3
Lead, Communications	Lead 3
Lead, Education	Lead 3
Lead, Education Programs	Lead 3
Lead, Operations	Lead 3
Lead, PEPR Project	Lead 3
Project Manager, Education	Project Manager
Counsellor	Social Worker/ Counsellor
Social Worker	Social Worker/ Counsellor

APPENDIX B
List of Arbitrators

Mark Brown
Paula Butler

Rick Coleman
Jacquie de Aquayo
Jessica Gregory
Koml Kandola
Cathy Knapp
Amanda Rogers
Chris Sullivan

APPENDIX C
Health and Welfare Benefit Information

Note: Please refer to your plan booklet for complete information on eligibility, and other information about your benefits beyond the very basic information provided here.

NTD: *insert language from Benefit Summary in Benefit Booklet Pages 1 – 4*

DRAFT