

RATIFICATION DOCUMENT

between

COMPASS GROUP CANADA

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

October 26, 2020

E&OE

HOUSEKEEPING

- Change to gender neutral language throughout the collective agreement
- Add Okanagan Corrections Centre to the Fraser Valley agreement:
 - Title page
 - 7.2 Union Bargaining Committee
- Correct the certification documents following ratification of the collective agreement

ARTICLE 1 – PREAMBLE

1.1 – 1.3 *Maintain current language*

1.4 ~~Use of Feminine and Singular Terms~~

Wherever the ~~feminine or singular~~ is used, the same shall be construed as meaning the ~~masculine or plural~~ unless otherwise specifically stated.

1.5 **Workplace Harassment and Bullying**

The Employer has established a Workplace **Anti-Harassment /Anti-Discrimination** Policy which shall form part of this agreement. As members of the Union and employees of the Employer, ~~this~~ **the** information **below**, is to advise you of our joint position on harassment and bullying and the steps you should take if it does become an issue for you.

Policy

We are committed to providing a healthy, harassment-free work environment for everyone. Harassment is discriminatory and attacks the dignity of an individual, and for this reason the Union and Employer agree that any incident of harassment of anyone will be dealt with quickly and effectively. The Union and the Employer will not tolerate harassment of anyone by anyone.

Definition

Harassment is the lack of respect and concern for another human being and it can happen to anyone. Harassment is any unwelcome physical, visual or verbal conduct. It may involve one incident or a series of incidents. It may involve the abuse of authority or it may occur among colleagues. It may include verbal or practical jokes, insults, threats, personal comments or innuendo; take the form of posters, pictures or graffiti; or any unwelcome physical contact, such as touching, stroking, pinching, etc.

Harassment can take many forms, ~~the two main ones being sexual and racial~~. However, any behaviour which insults or intimidates is harassment, if a responsible and reasonable person should have known that the behaviour is unwelcome.

- (a) **Sexual harassment** is any unwelcome behaviour which is sexual in nature. Some examples are physical contact which makes a person feel uncomfortable, persistently using sexually suggestive language which another person finds offensive demeaning or otherwise inappropriate displays of

offensive visual and/or audio material, a preferred schedule or job promotion being denied because of refusal to provide certain sexual favours.

To be considered sexual harassment the actions or words must be unwelcome, unsolicited, expressly or implicitly known to be unwelcome by the offender, continue despite the complainant's protest or if the conduct stops, the complainant's protests must have led to negative consequences at work. It is not considered harassment when people mutually consent to a relationship, when it's a hug between friends, or a mutual flirtation.

~~(b) — Racial harassment is any prejudicial behaviour based on a person's country of origin, race, colour, ancestry, or ethics beliefs. Racial harassment can take the form of an individual or group of individuals who engage in racial slurs, name calling, racist jokes, denial of promotion, wage increases, benefits, etc. Unacceptable behaviour of this nature need not be intentional in order to be considered harassment. It is offensive and intimidating.~~

(b) *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 race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation, or gender identity and gender expression; or

(3) is seriously inappropriate and serves no legitimate work-related purpose.

(c) Anti-Bullying

(1) Bullying is verbal or physical conduct that over a period of time, continuously and systematically intimidates, humiliates, shows hostility, threatens and offends others;

(2) The Employer and Union support the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

Management and supervisors are expected to exercise their authority for legitimate work purposes only and refrain from actions of conduct which is reasonably viewed as inappropriate or unwelcome.

Good faith actions of a manager or supervisor relating to the management and direction of employees - such as, but not limited to, assigning work, providing feedback to employees on work performance, and taking disciplinary action - do not constitute harassment or bullying.

Complaint Procedure

If you are being harassed or bullied, do not ignore it.

(a) Tell the individual that their behaviour is unwelcome and ask them to stop.

- (b) If the individual continues in the behaviour which you have indicated is offensive, report the problem, in writing to one of the following persons – your immediate supervisor, the District Manager, **HRSC 1-866-597-2784**, the Regional Manager or your union staff representative.
- (c) When you report the incident, make it clear that you are filing a formal complaint. Discussing a complaint with another employee is not enough, you must file a formal, written complaint with one of the above persons.
- (d) A written complaint shall specify the details of the allegation(s) including:
- Name and title;
 - a description of the action(s), conduct, events or circumstances involved in the complaint;
 - the specific remedy sought to satisfy the complaint;
 - date(s) of incidents;
 - name(s) of witnesses (if any);
 - prior attempts to resolve (if any).

Dealing With a Complaint

- (a) Once a complaint is received, an investigation will be undertaken by the Employer's Human Resources department, within 30 days and all necessary steps will be taken to resolve the problem.
- (b) The complainant, the alleged harasser, and any persons who may be able to provide relevant information will be interviewed. Employees will have the right to have a union representative present during any of these meetings.
- (c) If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately. Discipline may include suspension or dismissal and the incident will be documented in the harasser's file.
- (d) If the investigation fails to find evidence to support the complaint, there will be no document concerning the complaint placed in the file of the alleged harasser.
- (e) No documentation whatsoever will be placed in the complainant's file where the complaint is filed in good faith, whether the complaint is upheld or not.
- (f) Where either the complainant or the alleged harasser, in conjunction with the Union, is not satisfied with the Employer's Human Resources department, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment. The adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

Confidentiality

All matters relating to a complaint of harassment or bullying and the inquiries will be treated in strictest confidence. However, confidentiality does not mean no one will know your name. When a formal allegation is made, it is only fair that the individual accused be made aware of who has made the allegation and have the opportunity to respond. A complainant must be prepared to be identified if action is desired. Once a complaint has been filed the issue should not be discussed with anyone but the investigator or your union staff representative.

Responsibility

It is the responsibility of any person supervising one or more employees to take immediate and appropriate action to report or deal with incidents of harassment whether brought to their attention or personally observed. Under no circumstances should a complaint be dismissed or down played; nor should the complainant be told to deal with it personally.

The Union and the Employer seek to provide a safe healthy and rewarding work environment for members and employees. Harassment nor bullying will not be tolerated.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 – 2.5 *Maintain current Language*

2.6 **Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select one steward at each location covered by this agreement. The number of shop stewards may be changed by local mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards ~~and alternates~~. A steward ~~or alternate~~ shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

Duties of the steward are: *Maintain current language*

2.7 – 2.9 *Maintain current language*

2.10 **Unpaid Leave - Union Business**

(a) Leave of absence without pay and without loss of seniority shall be granted with reasonable notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (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) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Industrial Relations Council of BC **Labour Relations Board**, provided the dispute involves the Employer; ~~or~~

- (4) to employees representing the Union in collective bargaining with the Employer; **or**
(5) for employees selected for a full-time position with the Union.

~~This provision does not apply to employees who are hired by the Union for a period greater than six months.~~

- (b) To facilitate the administration of Section **Clause (a) (1) through (a) (4)** when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for wages and benefits including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence.

For a leave granted per Clause (a) (5) above, the Union will pay wages and other benefits owed directly to the individual to whom such leave is granted.

The Union agrees to reimburse the Employer within one month of receipt of billing from the Employer.

2.11 Maintain current language

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) – (e) *Maintain current language*

(f) A list of employees whose employment has terminated in the previous three months will be provided to the Union on a quarterly basis along with a dues remittance record in the months of January, April, July and October.

ARTICLE 5 - EMPLOYER & 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. A new employee shall be advised of the name and location of their steward. Whenever the steward is employed in the same **working on the same work day and** work area as the new employee, the employee's immediate supervisor will introduce them to the steward ~~who will provide the employee with a copy of the collective agreement, sometime during the first 30 days of employment.~~

The steward will be given an opportunity to acquaint a new employee to the Union and the collective agreement sometime during the first 30 days of employment, within the new employee's regular working hours, for 15 minutes.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Maintain current language

7.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of one representative for each work location from the Surrey Pre-Trial, Surrey School Board, Nanaimo, Ford Mountain, **Okanagan** and Fraser Regional Correctional Centre work units ~~and an alternate from each work location.~~

7.3 – 7.4 *Maintain current language***ARTICLE 12 - VACANCY POSTING****12.1 Postings**

(a) A posting shall be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase of five hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

The Employer will post job vacancies within seven days. Copies of the posting will be faxed or mailed to each facility and posted by the Manager.

Preference will be given to employees meeting the qualifications from the bargaining unit where the vacancy occurred.

(b) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received in writing during the seven day period in order to be considered by the Employer.

(c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present minimum hours of work, wage rate or range.

(d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process.

(e) A copy of the **every** job posting will be sent to the Chairperson of the Bargaining Committee and the President of the Union or their designate.

(f) Every effort will be made to fill a vacancy within 21 days.

(g) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.

(h) In the event a vacancy is not filled within the bargaining unit, applicants from other BCGEU Compass bargaining units will be given priority over any external candidates. Seniority will be ported for the purposes of vacation entitlement and health and welfare benefits only.

(i) An employee granted a temporary promotion or transfer shall return to their former job and pay rate without loss of seniority and accrued privileges when the temporary position or transfer terminates.

(j) The parties agree that full-time positions aid in recruitment and retention of qualified employees. Therefore, prior to posting a regular part-time position, additional hours up to the maximum allowable straight-time hours, will be offered by seniority to regular employees who have the qualifications and work within the worksite in which the hours are available. The hours shall form part of their ongoing regularly scheduled hours.

12.2 – 12.6 *Maintain current language*

12.7 Applying for Positions While on Vacation or Leave of Absence

An employee may put in writing their desire to be notified by email regarding a vacancy that may arise in a particular classification(s) while they are on vacation or a leave of absence. It is the responsibility of the employee to ensure that they apply in writing for the position before the closing date of the posting in order to be considered for vacancy.

ARTICLE 18 - SICK LEAVE

18.1 – 18.3 *Maintain current language*

18.4 Expiration of Sick Leave ~~Credits~~ **Hours**

The Employer shall inform employees, in writing, when their sick leave ~~credits~~ **hours** expire. At the expiration of paid sick leave ~~credits~~ **hours**, employees who continue to be off on sick leave shall ~~apply for~~ and be placed on Unpaid Leave of Absence in accordance with Clause 20.5 – Health and Welfare Benefits while on Unpaid Leave of Absence. If the employee is **on Short Term Disability or Long-Term Disability but remains unfit** ~~not fit~~ to return to their previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

18.5 Probationary Period

During the probationary period, an employee is ~~not~~ entitled to **unpaid** sick leave

18.6 *Maintain current language*

ARTICLE 19 - WORKERS' COMPENSATION

19.1 – 19.2 *Maintain current language*

19.3 Benefits While on Compensation

Employees who are absent from work and in receipt of WorkSafeBC wage-loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) Seniority hours pursuant to Clause 11.1 - Seniority shall continue to accrue.
- (b) Accumulative benefits shall continue to accrue ~~for a maximum of six calendar months.~~
- (c) The Health and Welfare provisions of Article 25 – Health and Welfare will continue to ~~apply~~ **for the period of time the employee is in receipt of wage-loss replacement benefit.** ~~except that the employee shall be required to pay the Health and Welfare premiums for absences in excess of six calendar months.~~

~~Failure of the employee to remit the required monthly premium payments shall result in the cancellation of the Health and Welfare benefits.~~

Where the Workers' Compensation Board denies an employee's claim (and/or appeal if applicable), the employee shall reimburse the Employer for any Health and Welfare premiums paid by the Employer in accordance with Article 25 - Health and Welfare Benefits, while on unpaid leave of absence.

19.4 – 19.5 *Maintain current language***ARTICLE 20 - SPECIAL AND OTHER LEAVE****20.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the service with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three working days. An additional two paid days will be granted when the service is out of province.

(b) Immediate family is defined as an employee's parent, ~~wife, husband,~~ **spouse**, child, brother, sister, father-in-law, mother-in-law, foster child, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, legal guardian and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's aunt and uncle, **niece, nephew or cousin** the employee shall be entitled to ~~compassionate~~ **bereavement** leave for one day without pay for the purpose of attending the service.

(d) Every effort will be made to grant additional ~~compassionate~~ **bereavement** leave of absence without pay, if requested by the employee.

20.xx Leave Respecting Death of Child

An employee is entitled to leave of absence without pay for 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*.

Seniority will accrue for the duration of the approved leave.

20.xxx Leave Respecting Disappearance of Child

An employee is entitled to leave of absence without pay for up to 52 weeks if they are entitled to leave respecting disappearance of child under the *Employment Standards Act* and such leave shall be in accordance with the *Employment Standards Act*.

Seniority will accrue for the duration of the approved leave.

20.3 – 20.4 *Maintain current language***20.5 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable Health and Welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer. **This does not apply to those leaves of absence where benefits premiums are continued.**

20.6 – 20.7 *Maintain current language*

Article numbers to be re-ordered.

ARTICLE 21 - MATERNITY AND-ADOPTION **PARENTAL** LEAVE

Maternity, adoption and/or parental leave shall be granted in accordance with s.50 and s.51 respectively of the *Employment Standards Act*, viz.:

21.1 Maternity Leave

(a) — ~~An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.~~

(b) — ~~A request under Subsection (a) must:~~

(1) — ~~be made at least four weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and~~

(2) — ~~be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.~~

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

(d) — ~~A request for a shorter period under Subsection (c) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.~~

(e) — ~~Where an employee gives birth or the pregnancy is terminated before a request for leave is made under Subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specific date, grant the employee leave of absence from work, without pay, for a period of six consecutive weeks, or a shorter period the employee requests, commencing on the specific date.~~

(f) — ~~Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six consecutive weeks.~~

A pregnant employee is entitled to maternity leave of up to 17 consecutive weeks without pay.

(a) An employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least four weeks prior to the expected date of the birth.

(b) The period of maternity leave shall commence no earlier than 13 weeks prior to the expected birth date and no later than the actual birth date. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or by mutual agreement of the Employer and employee. Agreement to such deferral will not be unreasonably withheld by the Employer.

21.2 Parental Leave

~~(a) — An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in Subsection (c) following.~~

~~(b) — A request under Subsection (a) must:~~

~~(1) — be made at least four weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and~~

~~(2) — be accompanied by;~~

~~(i) — certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Clause 21.1(b)(2), or~~

~~(ii) — a letter from the agency that placed the child providing evidence of the adoption of the child.~~

~~(c) — The employee is entitled to parental leave for a period of 37 consecutive weeks or a shorter period the employee requests, commencing,~~

~~(1) — in the case of a natural mother, immediately following the end of the maternity leave taken under Clause 21.1 — Maternity Leave unless the Employer and employee agree otherwise;~~

~~(2) — in the case of a natural father, following the birth date of the newborn child and within the 52 week period after the birth date of the newborn child, and~~

~~(3) — in the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.~~

~~(d) — If:~~

~~(1) — the newborn child or adopted child will be or is at least six months of age at the time the child comes into the actual care and custody of the mother or father, and~~

~~(2) — it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition;~~

~~the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under Subsection (c).~~

~~(e) — Seniority shall continue to accumulate as if the employee had worked as per Article 11 — Seniority.~~

~~(f) — Upon return to work, the employee will return to their former classification.~~

(a) Upon written request, an employee shall be entitled to parental leave.

(b) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date. Such leave request must be supported by appropriate documentation.

(c) Leave taken under this clause shall commence:

(1) in the case of an employee who took maternity leave as per Clause 21.1 above, up to 61 consecutive weeks of unpaid leave may be taken, which must begin, unless the employer and employee agree otherwise, immediately following the conclusion of leave taken pursuant to Clause 21.1. The combined leave of Clause 21.1 and 21.2 is limited to 78 weeks plus any additional leave the employee may be entitled to under BC Employment Standards for maternity and parental leave;

(2) in the case of a non-birth or adoptive parent, up to 62 consecutive weeks of unpaid leave may be taken, which must be commenced within 78 weeks of the birth of the child or the date the child is placed with the parent.

21.3 — Combined Maternity and Parental Leave

~~Notwithstanding Clause 21.1 — Maternity Leave and Clause 21.2 — Parental Leave an employee's combined entitlement to a leave of absence from work under the article shall not exceed a total of 52 weeks.~~

21.3 Additional Leave

(a) An employee who takes unpaid leave as per Clause 21.1 is entitled to an additional six consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work at the conclusion of the maternity leave;

(b) An employee who takes unpaid leave as per Clause 21.2 is entitled to an additional five consecutive weeks of unpaid leave if the child has a physical, psychological or emotional condition requiring an additional period of parental care at the conclusion of the parental leave.

(c) For (a) and/or (b) above the Employer may request a medical certificate or other appropriate documentation to substantiate the additional leave.

21.4 — Employer May Require Employee To Take Leave

~~An employer may require an employee to commence a leave of absence under Clause 21.1 — Maternity Leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.~~

21.4 Employment Deemed Continuous

The services of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 13 – Layoff and Recall and Clause 17.1 – Vacation Entitlement and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (a) the employer pays the total cost of the plan, or
- (b) the employee elects to continue to pay his or her **their** share of the cost of a plan that is paid for jointly by the Employer and the employee.

21.5 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously

occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this collective agreement, comply with ~~Subsection (a)~~ **above**.

21.6 Prohibition

(a) An employer shall not:

- (1) terminate an employee, or
- (2) change a condition of employment of an employee without the employee's written consent because of an absence authorized by this article or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this article.

(b) The burden of proving that:

- (1) the termination of an employee, or
- (2) a change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by this article or because of an employee's pregnancy, is on the Employer.

21.7 Seniority Rights on Re-Employment

(a) An employee who returns to work after the expiration of maternity or parental leave shall retain the seniority ~~she~~ **they** had accrued immediately prior to commencing maternity or parental leave and shall be credited with seniority for the period of time covered by the maternity or parental leave.

(b) The employee shall be deemed to have resigned on the date upon which her maternity or parental leave commenced if an application for re-employment is not made within one month prior to the expiration of the leave, or if ~~she does~~ **they do** not return to work after having applied for re-employment.

ARTICLE 22 - ~~SAFETY AND HEALTH~~ **AND SAFETY**

22.1 **Joint Health and Safety Committee**

(a) A **joint health and** safety and health **(JHS)** committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

1. up to two representatives appointed by the Employer; and
2. up to two representatives appointed by the Union.

The union representatives shall be employees at the workplace.

(a) A worker representative will be entitled to annual employer-paid leave totalling 8 hours, or a longer period as prescribed by regulation, to attend Health and Safety (JHS) training courses. If (JHS) training falls on the worker representative's regular time off, the worker representative will receive time off with regular pay for attending the training.

(b) Where a worker representative is appointed to serve on the JHS Committee for the first time, the Employer will provide that representative with one day of paid education leave, during the first six months in which they serve on the Committee for the purposes of attending JHS Committee Orientation training courses.

(c) The Employer and the Union are committed to supporting the JHS Committee members and the work of the Committee.

22.2 Committee Responsibilities

The ~~Safety and Health~~ **and Safety** Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers Compensation Act. Minutes of all ~~safety and health~~ **and Safety** committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union designate.

22.3 Violence in the Workplace

~~Within six months of the ratification date of this agreement, the Safety Committee will review the issue of Violence in the Workplace and make recommendations to the Employer regarding:~~

- ~~(a) Identification of regulatory standards that need to be adhered to.~~
- ~~(b) Training courses for employees that may be at risk.~~
- ~~(c) Physical and procedural measures that are needed to protect employees that may be at risk.~~
- ~~(d) Stress debriefing and counselling where an employee is involved in an occurrence of violence in the workplace.~~

~~In performing this review the Safety Committee will investigate resources that may be currently available such as Correction Centre Programs, Employee Assistance Programs and WCB.~~

(a) It is recognized that at certain worksites or in certain work situations, employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.

(b) Where such potential exists:

(1) employees at those worksites or in those work situations shall be made aware of the risk and in the recognition of such incidents;

(2) applicable physical and procedural measures to protect employees shall be implemented.

(c) The JHS Committee may provide input for the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

22.4 Right to Refuse Unsafe Conditions

An employee may exercise their right to refuse to do unsafe work. Where an employee acts in compliance with the Occupational Health and Safety Regulation, they shall not be subject to disciplinary or discriminatory action for refusal to do the work. Whether the work an employee has refused to perform pursuant to the Occupational Health and Safety Regulation will be determined through a discussion with a Safety Committee representative of the Employer, and if required an on-site inspection. An on-site inspection can be completed by any of the following:

- A member of the JHS Committee; or
- A person designated by the JHS committee; or
- A WorkSafeBC Safety Officer.

22.5 Lieu Time to Attend Meetings

Members of the Joint Health and Safety Committee who attend safety committee meetings, or other safety committee business, outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

22.6 Investigation of Accidents

The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and Employer on the nature and cause of the accident or injury.

(a) Pursuant to and in compliance with the requirements of WorkSafeBC regulations, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative, provided a worker representative is reasonably available and does not result in a delay in meeting the required timelines.

(b) All accident reports will be completed within WorkSafeBC timelines and reviewed by the JHS Committee and recommendations may be made.

(c) 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.

(d) 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.

22.7 Communicable Diseases and Parasitic Infestations

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform employees about the presence of the communicable disease or parasitic infestation.

(c) Where a vaccination is, or may become available as a preventative measure, the vaccination recommended by the BC Centre for Disease Control Manual will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) The Employer will, in consultation with the Joint Safety Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

(1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;

(2) Post-exposure protocols.

(e) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases. Time spent by employees at these sessions will be without loss of pay.

22.8 Protective Clothing and Supplies

The Employer will provide protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 25 – HEALTH AND WELFARE

25.1 Health and Welfare Eligibility

Employees who regularly work 20 hours per week or more shall be eligible to participate in the Health and Welfare program on the first day of the calendar month immediately following the completion of the employee's probationary period.

Part-time employees who regularly work 20 hours per week or more for three months or longer shall be eligible to participate in the Health and Welfare program on the first day of the calendar month immediately following the three month period.

If an employee is laid off, they will be provided the option to maintain the following benefits for a maximum period of three months by pre-paying all required premiums ~~(both employer and employee portions)~~.

Notwithstanding the above, all employees who, as of the date of ratification are enrolled in benefits at a lower threshold (18 hours per week) shall continue to qualify for health and welfare benefits and will have such maintained.

25.2 – 25.11 *Maintain current language*

ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

26.1 Protective Clothes and Safety Equipment

The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer, **or WorkSafe BC**, to wear same.

All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employees while on duty shall be supplied by the Employer free of costs to the employees.

The employer shall supply an appropriate number of uniforms; shirts, aprons, hair nets and ball cap if required.

The Employer will compensate employees at a rate of 75¢ per workday for laundry costs.

26.2 *Maintain current language*

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 – 27.7 *Maintain current language*

27.8 ~~Time Bank Statements~~ **Vacation and Sick Leave Balances**

Statements detailing an employee's time bank will be provided upon request by the Manager. The balance in an employee's vacation time will be provided quarterly. **The available sick leave balance for an individual employee will be provided upon request.**

27.9 ~~Re: Time Bank~~ **Moved from MOU#1**

An employee shall be entitled to put time earned from overtime and statutory holidays into a bank to be taken as time off or cash payment.

The maximum allowed time in the bank shall be 80 hours.

The time bank shall be revolving.

Any time in the bank at time of termination will be paid out in cash.

Withdrawal from the time bank will be with approval from the Employer and with adequate notice.

The available balance of overtime and statutory holiday pay balance for an individual employee will be provided upon request.

ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS

28.1 *Maintain current language*

28.2 **New Classifications/Duties**

(a) **Notice of New Positions**

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within 21 days of notification.

(b) **Notice of Changed Positions**

In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 21 days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

(c) Disputes

If the parties do not agree with the new or altered position or wage rate, the Union may then refer the matter to an arbitrator agreed to by the parties who shall determine the position and wage rate.

ARTICLE 29 - GENERAL CONDITIONS

29.1 – 29.3 *Maintain current language*

29.4 Joint Labour Consultation Committee

A joint labour consultation committee shall be established, **at each worksite**, consisting of two members appointed by the Union and two members appointed by the Employer. **Either party shall include an additional resource person, as required.** The Committee shall meet regularly, at the call of either party, at a mutually agreeable time and location. Employees shall not suffer any loss of basic pay for the time spent at committee meetings.

The purpose of the Committee is to review matters, other than grievances, relating to the maintenance of good relations between the parties, to correct conditions causing grievances and misunderstandings, and to discuss possible changes in staffing levels where there is a substantial and sustained change to the workload.

The Committee does not have the jurisdiction to alter or modify the terms and conditions of this collective agreement.

29.5 – 29.7 *Maintain current language*

ARTICLE 30 - CASUAL EMPLOYEES

Casual employees are required from time to time for short work periods, and as such, are not considered to be full-time or part-time employees.

The following terms and conditions will apply to casual employees:

(a) - (c) *Maintain current language*

(d) A casual employee shall have the right to decline ~~four~~ **six** calls to work in a 12 month period. More than ~~four~~ **six** refusals in a 12 month period will result in the casual employee being removed from the casual employee list.

A decline will not count for the following situations:

- (1) WCB Claim
- (2) Maternity/Parental/Adoption Leave

- (3) Bereavement
- (4) Jury Duty
- (5) Union Leave
- (6) Sick leave

(e) - (l) *Maintain current language*

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect until midnight March 31, ~~2020~~ **2023**.

31.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 31, ~~2020~~ **2023**, but in any event no later than midnight on February 28, ~~2020~~ **2023**.
- (b) Where no notice is given by either party prior to February 28, ~~2020~~ **2023**, both parties shall be deemed to have been given notice under this section on February 28, ~~2020~~ **2023**.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice President.

31.3 – 31.6 *Maintain current language*

APPENDIX 1 Wages

Classification	<u>Effective April 1, 2020</u>
Chef Manager	<u>\$23.83</u>
Cook	<u>\$22.21</u>
General Help - Canteen	<u>\$16.28</u>
General Help	<u>\$15.78</u>
School Board Coordinator	<u>\$16.25</u>
General Help – School Board	<u>\$15.28</u>

Note (not to be included in the collective agreement): The School Board Coordinator and General Help – School Board are to be included in the Surrey Pre-Trial Collective agreement only.

General Wage Increases:

April 1, 2021 – 2.75%

April 1, 2022 – 2.50%

Lead Hand/Supervisor Premium: Those employees who are appointed to work in positions designated as Lead Hand or Supervisor by the Employer shall be paid for each hour so worked an additional \$0.75

per hour. (Any employees currently working in a position designated as a Lead Hand will continue to receive the Lead Hand premium)

School Board Administrator Premium: Those employees who are appointed to work in positions designated a School Board Coordinator by the Employer shall be paid for each hour so work an additional \$1.50 per hour. (Any employees currently working in a position designated as a Lead Hand will continue to receive the Lead Hand premium)

APPENDIX 2 Re: Arbitrators

The parties agree that the following list of arbitrators will be appointed on a rotational basis to hear both full and expedited arbitrations.

- Joan Gordon
- Chris Sullivan
- Marguerite Jackson Q.C.
- Brian Foley **Corinne Bell**

Prior to appointing an arbitrator the party advancing a file to arbitration will consult with the other party to confirm the Arbitrator next in the rotation.

~~MEMORANDUM OF UNDERSTANDING #1~~

Moved to Clause 27.9

~~Re: Time Bank~~

~~An employee shall be entitled to put time earned from overtime and statutory holidays into a bank to be taken as time off or cash payment.~~

~~The maximum allowed time in the bank shall be 80 hours.~~

~~The time bank shall be revolving.~~

~~Any time in the bank at time of termination will be paid out in cash.~~

~~Withdrawal from the time bank will be with approval from the Employer and with adequate notice.~~

MEMORANDUM OF UNDERSTANDING #2

Renew

Re: General Help – School Board

Effective the date of ratification, the following provisions will apply to those employees working in the General Help – School Board classification:

- If qualified, employees will be eligible for available work in General Help – Corrections positions, including: casual recall, full-time and part-time positions. All General Help – Corrections work opportunities will first be offered to General Help – School Board employees before hiring new employees externally; and
- The sick leave entitlement, pursuant to Clause 18.1(a) Sick Leave Plan, shall be 4 days. In the event that such an employee works additional hours during scheduled School Board program shut downs, the parties shall agree on appropriate additional prorated sick leave to a maximum of six days.

LB/jt
moveup