

# **RATIFICATION DOCUMENT**



**between**

**COMPASS GROUP CANADA LTD.  
DBA EUREST DINING SERVICES  
FRASER VALLEY CORRECTIONS FACILITIES  
&  
OKANAGAN CORRECTIONS CENTRE**

**and the**

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

**E&OE**

**June 9, 2023**

## ARTICLE 1 - PREAMBLE

### 1.1 - 1.3 – *maintain current language*

### 1.4 Use of 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, 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. 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) 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,

**family status**, physical or mental disability, **gender identity or expression**, 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.

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

(e) 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.

(f) 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.

(g) 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 ~~not~~ **or** bullying will not be tolerated.

## **ARTICLE 2 - RECOGNITION OF THE UNION**

### **2.1 Bargaining Agent or Recognition**

- (a) The Employer recognizes the B.C. ~~Government and Service~~ **General** Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except those employees employed in positions listed below:

- District Manager or designate
- Unit Manager

## 2.2 – maintain current language

### 2.3 Correspondence

(a) 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 BCGEU Staff Representative**.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any clause in this agreement, shall be forwarded to the President of the Union or their designate, **the BCGEU Staff Representative**.

**(c) The Union will advise the Employer of the name of the BCGEU Staff Representative and will advise when an updated representative is appointed.**

## 2.4 - 2.11 – maintain current language

### ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorized form as provided by the Union for this purpose.

The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of the names of those employees from whose salaries such deductions have been made together with amounts deducted from each employee. **The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.**

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

(d) 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, except by mutual agreement of the parties to this agreement.

(e) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for those to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.

(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 8 - GRIEVANCES

### 8.1 - 8.2 – *maintain current language*

#### 8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in ~~Section~~ **Clause** 8.4, must do so not later than:

- (a) 21 days after the date on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) 21 days after the date on which they first became aware of the action or circumstances giving rise to the grievance.

### 8.4 - 8.5 – *maintain current language*

#### 8.6 Step 3

The President of the Union or their designate, **the BCGEU Staff Representative** may present a grievance at Step 3 within:

- (a) 21 days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2;
- (b) 21 days after the Employer's reply was due.

### 8.7 – *maintain current language*

#### 8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9 (Arbitration), the President or their designate, **the BCGEU Staff Representative** may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 21 calendar days after the Employer's decision has been received;
- (b) 21 calendar days after the Employer's decision was due.

## 8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by priority courier, ~~facsimile~~ or email.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (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.

## 8.10 Time Limits

If the President of the Union or their designate, **the BCGEU Staff Representative**, an employee, or an employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

**8.11- 8.13** – *maintain current language*

## ARTICLE 9 - ARBITRATION

**9.1 - 9.6** – *maintain current language*

### 9.7 Fast Track, Mediation/Arbitration Process

- (a) *Procedure*
  - (1) The process can only be used by mutual agreement between the parties who are signatory to this collective agreement.
  - (2) The outcome will be binding on the parties.
  - (3) The cost will be borne in accordance with ~~Section 112 of the Industrial Relations Act (e.g. Employer one third, Union one third, government one third)~~ **Clause 9.5**.
  - (4) The procedure may be used after Step 2 of the Grievance Procedure outlined in Article 8 Grievances.
  - (5) No legal counsel (lawyer) will be used by either party. The Union will ~~use elected officers or~~ **be represented by BCGEU** staff representatives. The Employer will ~~use~~ **be represented by** employees of its Human Resources Department.
  - (6) The number of cases to be heard at any given time will not exceed three.
  - (7) The parties or their representative will try to get an agreed statement of facts for presentation to the Arbitrator.
  - (8) Wherever possible the Arbitrator will attempt to mediate a settlement between the parties.
  - (9) In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.

(10) An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

(11) General rules of evidence will be waived except for the rule of "*onus*".

(12) The offices of the Employer and the Union will be used for the process on an alternating basis starting with the union offices.

(b) *Guidelines*

(1) The Opening Statement: This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

(2) The Hearing: Sufficient witnesses should be called to ensure the "*story*" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

(3) The Argument: As agreed, the parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the collective agreement be canvassed by counsel to ensure that all relevant clauses are put before the Arbitrator.

(4) Mediation: Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before him. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

(5) The Decision: If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of their decision, the parties are provided with the opportunity to influence the exact terms of the resolution. With the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 - 10.4 – *maintain current language*

#### 10.5 Personnel File

(a) An employee, or the President of the Union (or their designate, **the BCGEU representative**), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President (or their designate, **the BCGEU representative**), as the case may be, shall give the Employer 48 hours notice, prior to having access to such file. Access to the file shall be no later than seven days after notice is given.

(b) With 48 hours notice given to the Employer, an employee shall be permitted to review their personnel file in the office in which the file is normally kept and in the indirect presence of the Manager. Access to the file shall be not later than seven days after notice is given.

### 10.6 - 10.7 – *maintain current language*



**ARTICLE 11 - SENIORITY****11.1 – maintain current language****11.2 Seniority Lists**

(a) An up-to-date seniority list shall be posted in the unit on January 1st and July 1st of each year. The list shall be open for correction for a period of 30 calendar days following the posting, after which the seniority will be considered accurate.

(b) The seniority list shall be ~~sent to the President of the Union, or their designate~~ **made available to the BCGEU shop steward at each location**. This list shall include the name, classification, seniority and ~~home~~ **personal email** address of each employee.

**11.3 - 11.5 – 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~~ **scanned to an email** 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 every job posting will be sent to the ~~Chairperson of the Bargaining Committee and the President of the Union or their designate~~ **BCGEU shop steward at each location**.

(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 – maintain current language**

#### **12.3 Probationary Period**

**(a)** It is understood that all new employees will be subject to a probationary period of 60 shifts or 488 hours worked, whichever comes first. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which they have been appointed.

**(b) The Employer, with the agreement of the Union, may extend the probationary period of an employee for a further period not to exceed three months.**

#### **12.4 - 12.7 – maintain current language**

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 – maintain current language**

#### **13.2 Sequence of Layoff and Recall**

In the event of a layoff:

(a) Permanent full-time and part-time employees shall be laid off by classification in reverse order of seniority within a work unit.

(b) An affected employee will have the following options, in the following order:

(1) choose layoff and recall or severance as per Clause 13.1(d) or, in the following order may:

(i) bump least senior employee in own classification in own work unit with equivalent hours;

(ii) bump least senior employee in own classification in another work unit with equivalent hours and in geographic area;

(iii) bump least senior employee in own classification in another work unit with equivalent hours and outside geographic area;

(iv) bump least senior employee with equivalent hours in an equal or lower classification in own work unit; and

(v) bump least senior employee with equivalent hours in an equal or lower classification in another work unit.

*\*Should none of the above be available in equivalent hours, bumping occurs in same order as above but with "less hours".*

*\*Equivalent hours shall be defined as three hours difference.*

*\*Geographic area shall be the Fraser River boundary.*

(c) An employee whose hours are reduced from full-time to part-time or casual or part-time to casual for a period of one month or more shall be entitled to exercise the layoff article.

(d) Bumping rights must be exercised within five working days of notification of layoff to the first affected person and three working days to any subsequent persons. Written notice will be provided to the District Manager.

(e) Employees on layoff shall be recalled in order of seniority and classification subject to ability to do the work available.

(f) In the event of a permanent layoff, two weeks' notice will be given to an employee with less than three years' seniority and three weeks' notice will be given to an employee with more than three years' seniority and one additional weeks' notice for each additional year of seniority to a maximum of eight weeks' notice. In the event of a permanent layoff, if the Employer does not give proper notice, an employee will receive equivalent to one weeks' pay for every week not given in severance notice.

(g) Notice of layoff shall not apply where an employer can establish that the layoff results from an act of ~~God~~ **nature**, fire or flood.

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

Eligible employees shall be entitled to a day off with pay for each of the following statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	<b>National Day of Truth and Reconciliation</b>
Easter Monday	Thanksgiving Day
Queen's Birthday <b>Victoria Day</b>	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.

### 16.2 - 16.5 – 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.
- (c) The Health and Welfare provisions of Article 25 (Health and Welfare) will continue for the period of time the employee is in receipt of wage-loss replacement benefit.

~~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 Employee to Contact Employer

Employees who are absent from work due to a WorkSafeBC related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WorkSafeBC wage-loss replacement benefits may be required to produce a medical certificate ~~certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.~~

#### 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. **The employee has the ability to split the three-day entitlement between the date of death and the date of service.**

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

- (c) **It is understood that spouse/ common-law partner includes non-binary, gender-fluid and gender-queer individuals.**

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

(e) For self-identifying Indigenous employees, leave as outlined in Clause 20.1 (d), will also be granted for the passing of an Elder close to them and/or the Community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).

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

## 20.2 Compassionate Care Leave

An employee who is in receipt of compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. There will be no interruption in the accrual of seniority during this leave. Eligibility for benefits provided for under Article 25 (Health and Welfare) will be maintained for a maximum period of eight weeks.

## 20.3 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*. **There will be no interruption in the accrual of seniority during this leave. Eligibility for benefits provided for under Article 25 (Health and Welfare) will be maintained.**

## 20.4 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*. **There will be no interruption in the accrual of seniority during this leave. Eligibility for benefits provided for under Article 25 (Health and Welfare) will be maintained.**

Seniority will accrue for the duration of the approved leave.

## 20.5 - 20.9 – maintain current language

## 20.10 Leave for Domestic Violence

**Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave with pay in each calendar year, as follows, in accordance with the Employment Standards Act:**

- (a) Up to five days of paid leave;
- (b) Up to five days of unpaid leave; and
- (c) Up to 15 weeks of additional unpaid leave.

**For the purpose of (a) or (b) or (c) above, such leave may be taken intermittently or in one continuous period.**

**In the event that legislation changes, regarding domestic violence leave that applies to the employer and provides a greater amount of paid or unpaid leave than identified in (a) above, the legislation will supersede.**

**20.11 Cultural and Religious Observance Days**

(a) Self-identified Indigenous employees and employees who are members of non-Christian religions may request up to two days' unpaid leave per calendar year to organize, attend and/or observe cultural events and spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

**20.12 Other Leaves**

In addition to leaves set out in other articles of this agreement, the Employer recognizes their obligation and employee rights with regards to additional leaves covered under the Employment Standards Act, Part 6 - Leaves and Jury Duty, including but not necessarily limited to:

- Critical illness or injury leave
- Covid 19 related issues
- Leave for Covid 19 vaccination
- Reservist's Leave
- Jury Duty

**ARTICLE 24 - CONTRACTING OUT**

**24.1 - 24.2** – maintain current language

**24.3 Inmate Labour**

The Employer agrees that inmate labour will not be used to replace work performed by B.C. Government and Service **General** Employees' Union members. It is agreed that inmates are there to assist and work alongside B.C. Government and Service **General** Employees' Union members. Inmate labour may not be used replace B.C. Government and Service **General** Employees' Union members when they are sick or unavailable to work.

**ARTICLE 25 - HEALTH AND WELFARE**

**25.1 - 25.1** – maintain current language

**25.3 Extended Health Plan**

- (a) The Employer shall pay 100% of the premiums for an extended health plan. There shall not be any deductible for covered expenses.
- (b) The Extended Health Plan shall include orthopaedic shoes to a maximum of \$150 per annum and vision care of ~~\$350~~ **\$400** every year.
- (c) A prescription Drug Card will be provided to employees.
- (d) All employees and dependants are required to register for BC PharmaCare and provide proof of registration through a PharmaCare registration monitoring process administered by the Employer's benefits administrator.

- (e) The Overall Lifetime Health Maximum for the Extended Health Plan shall be \$200,000.
- (f) The reimbursement for Eye Exams will be increased from \$35 to \$60 **\$80**.

**\*\*\*A referral from a medical physician is not required to access Chiropractic and Physiotherapy entitlements.**

**25.4 - 25.7** – maintain current language

#### **25.8 Same Sex Spouses**

Same sex ~~Spouses~~ **/common-law partners** shall be considered family members for the purpose of Extended Health Care and Dental Plan benefits.

**25.9 - 25.11** – maintain current language

### **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, **not less than quarterly**, 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 - 29.6** – maintain current language

#### **29.7 Confidential Disclosure**

Employees will be reimbursed 100% of the costs for renewals of **all** CPIC, **CRA** and other criminal record checks.

### **ARTICLE 31 - TERM OF AGREEMENT**

#### **31.1 Duration**

This agreement shall be binding and remain in effect until midnight March 31, 2023 **2026**.

#### **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, 2023 **2026**, but in any event no later than midnight on February 28, 2023 **2026**.

- (b) Where no notice is given by either party prior to February 28, 2023 **2026**, both parties shall be deemed to have been given notice under this section on February 28, 2023 **2026**.
- (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

### Re: Wages

Classification	Effective April 1, 2020	Effective April 1, 2021	Effective April 1, 2022
Chef Manager	\$23.83	\$24.47	\$25.09
Cook	\$22.21	\$22.82	\$23.39
Canteen	\$16.28	\$16.73	\$17.15
General Help	\$15.78	\$16.21	\$16.62

Classification	Effective April 1, 2023
Chef Manager	<b>\$27.07</b>
Cook	<b>\$25.25</b>
Canteen	<b>\$18.58</b>
General Help	<b>\$18.00</b>

All salary in the collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective April 1, 2024, all salaries which were in effect on March 31, 2024 shall be increased by a minimum of 2% to a maximum of 4% based upon the below COLA Adjustment.
- (b) Effective April 1, 2025, all salaries which were in effect on March 31, 2025 shall be increased by a minimum of 2% to a maximum of 4% based upon the below COLA Adjustment.

### Cost of Living Adjustment

The COLA will be applied as applicable to the GWI, effective on April 1, 2024 and April 1, 2025. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in the wage schedule.

### 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 75¢ per hour. (Any employees currently working in a position designated as a Lead Hand will continue to receive the Lead Hand premium)

**\*\*\*Notwithstanding the wage schedule in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.85%, rounded up to the nearest penny.**



**LETTER OF UNDERSTANDING #1****Re: RRSP**

New employees may have the option of joining into a RRSP plan. In the first year the Employer will put a maximum of one percent of the employees wage into the RRSP. The employee must meet or exceed this amount.

After completion of one year employment the Employer will put in a maximum of two percent with an additional 1%, on April 1st of the following two years, to a maximum of four percent into the RRSP. The employee must meet or exceed such amount.

On April 1st of each year the employee may opt in or out of the plan; but once the choice is made, the employee must honour that choice until the following April 1st.

**Renew**