

# **COLLECTIVE AGREEMENT**

Between

**TOGETHER AGAINST POVERTY SOCIETY**  
(the “Employer”)



And

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 374**  
(the “Union”)



**September 1, 2021 to August 31, 2022**

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***Whereas Together Against Poverty Society is an Employer within the meaning of the Labour Relations Code of British Columbia, and the Union is the bargaining authority for:***

***Employees at and from Lekwungen Territory, 828 View Street, Victoria, BC.***

***THIS AGREEMENT will constitute the wages and working conditions of the employees so certified.***

*While not to be included in the Collective Agreement, the parties agree to work cooperatively to amend the Union Certification to reflect the new location in an application to the Labour Relations Board of BC.*

## **PREAMBLE**

Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, and services.
- c) To encourage efficiency in the operation of the Together Against Poverty Society (TAPS) and to provide the best service to its clients.
- d) To promote the morale, wellbeing and security of the employees in the bargaining unit of the Union.

And whereas it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in Agreement.

### **1.1 Term**

This Agreement will be for a term from September 1, 2021 to August 31, 2022, both dates inclusive.

### **1.2 Renewal of Agreement**

Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement will continue in full force and effect, and neither party will make any change or alter the terms of this Agreement until:

- a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code: or

- b) The Employer can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or the parties will have concluded a renewal or revision of this Agreement or will have entered into a new Collective Agreement, whichever is the earliest.

## **ARTICLE 2 – DEFINITION OF EMPLOYEES**

### **2.1 Employees - General**

The term "employee" shall include all persons hired by the Employer to fill positions of the bargaining unit. For the purpose of this Agreement, the "Union" is comprised of all such employees.

### **2.2 Types of Employees**

There shall be two (2) general classifications of employees: Permanent Employees, and Temporary/Term Employees.

### **2.3 Permanent Employees**

This classification shall include all persons who are employed on a continuous basis. This category shall include permanent employees holding positions designated as "full time" and "part time."

### **2.4 Temporary/Term Employees**

- a) Temporary/Term Employees shall be those hired for a specified term of employment, greater than one (1) month but not to exceed twelve (12) months to complete specified projects or to cover temporary leaves for existing employees. Temporary/Term positions shall not take the place of any permanent employees.
- b) Temporary/Term employees contracted for periods four (4) months or less shall receive all entitlements of the Collective Agreement except Article 13.5 and Articles 9.1- 9.6. Temporary/Term employees contracted for periods of four (4) months or less will receive access to a health spending account of three hundred dollars (\$300) consistent with Article 9.7.
- c) Temporary/Term employees contracted for periods greater than four (4) months shall receive all entitlements of the Collective Agreement except Article 13.5.
- d) Temporary/Term appointments may only be extended with the agreement of the Union and at no time can a Temporary/Term appointment continue for a period longer than eighteen (18) months. Temporary/Term employees who are employed by the Society for longer than eighteen (18) months will be granted permanent status.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Sole and Exclusive Bargaining Agency**

- a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees, except those excluded by the Labour Relations Code of B.C.
- b) The Employer will not enter into any verbal or written agreement with any employee or group of employees, regarding the wages and/or terms of employment of such employees.
- c) All present and future employees of the Board, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and/or By-laws of the Union.
- d) All employees covered by the Union's Certification and all Union members acting in excluded positions will pay to the Union an amount equal to the Union's dues and any assessments as are levied by the Union in accordance with its Constitution and Bylaws, such payment to be made by payroll deduction.
- e) The Employer will deduct such amounts from each employee's semi-monthly pay cheque and will forward same to the Secretary Treasurer of the Union, no later than the fifteenth (15<sup>th</sup>) day of the following month, together with a list of those employees from whom deductions were made.
- f) The Employer will show the total amount of Union dues and levies deducted on the employees' T4 slips.

### **3.2 Work of the Bargaining Unit**

- a) Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.
- b) Nothing in this Article shall be construed to restrict the ability of volunteers to perform the tasks normally done by them.

### **3.3 Volunteers**

Volunteers and bargaining unit members are partners in implementing the mission and programs of TAPS. The Employer and Union agree that the business of TAPS requires the use of volunteers. The use of volunteers, defined as any person who offers their services without compensation from TAPS, will not result in reduced hours or layoff of any employee.

### **3.4 Unpaid Interns and Unpaid Practicum Students**

Unpaid interns are students or recent students who are gaining educational related training and experience. TAPS will notify the Union of all such unpaid interns before they commence their internship. This notification shall indicate the duties to be performed by each unpaid intern. The duties performed by unpaid interns shall be integral to their educational related training and experience and is not intended to replace the duties performed by members of the bargaining unit with the result that no bargaining unit member will have their hours reduced or be laid off as a result of the duties performed by unpaid interns.

### **3.5 Wages for Co-op Students, Paid Interns and Paid Practicum Students**

- a) Wage rates for Co-op Students, Paid Interns, and Paid Practicum Students will be determined by agreement between TAPS and the Union on a case by case basis. Such employees are included in the bargaining unit and their wage rate will be no less than the lowest rate established in Schedule 'A'.
- b) Such employees working in positions that are four (4) months or less will not accrue seniority.

### **3.6 No Contracting Out**

The Employer agrees not to contract out work ordinarily performed by members of the bargaining unit where such contract would result in the reduction of hours of an employee, the layoff of an employee, or failure to recall an employee on layoff who is qualified to perform the work.

### **3.7 Crossing of Picket Lines During Strike**

An employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees. Failure to cross a picket line or to perform the work of striking or locked out employees by a member of the Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

### **3.8 Technological Change**

- a) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- b) Prior to the introduction of technological change, the Employer will give reasonable notice to the Union and convene a meeting of the Labour Management Committee, to discuss and resolve, if possible, matters pertaining to the proposed change.
- c) Where the Labour Management Committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance or Arbitration procedures established in this Agreement.



## **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union understands that the Employer is responsible to perform the work required by the Board. The Employer shall, therefore, have no restrictions except those specifically provided in the Agreement, in planning, directing, and controlling the operation of all work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, to direct its employees, to discipline and discharge for just cause, to adopt and enforce rules and regulations and policies and procedures; and to establish standards of performance for employees.

The Employer retains the exclusive responsibility over the management, operations, and maintenance of its facilities, and to determine the location of the operations of the office, including the establishment of new locations or departments, divisions, or subdivisions thereof.

All management's rights shall be exercised in a manner that is not discriminatory or exercised in bad faith, and always subject to the terms of this Agreement.

## **ARTICLE 5 – DISCRIMINATION, HARASSMENT AND BULLYING**

### **5.1 No Discrimination**

The Employer agrees that there will be no discrimination against an employee, or employee representative by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age unless the limitation, specification or preference is based on a bona fide occupational requirement or a variance that has been approved by the Human Rights Commission.

### **5.2 Personal Rights**

The Employer and its representatives agree that the rules, regulations and requirements of the workplace shall be limited to matters pertaining to the work required of each employee in accordance with the Collective Agreement. In addition, the Employer or individual Together Against Poverty Society (TAPS) Board members shall not harass, degrade, demean, usurp or interfere in the work of employees. Employees will not be asked or required to do personal work for representatives of the Employer. Nothing in this clause restricts the Employer's right to manage, support or direct employees.

### **5.3 No Harassment**

- a) The Employer and the Union recognize the right of employees to work in an environment free from sexual/personal harassment/bullying and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual/personal harassment/bullying which may arise in the workplace. The complainant and the alleged harasser and any witnesses or coworkers interviewed, shall be advised by the Employer that they have the right to have a Union representative present at all meetings, when they are members of the Union.

- b) Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and/or which adversely effects the working environment. It includes, but is not limited to:
- i. Sexual solicitations or advances of a repeated, persistent, lewd or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted;
  - ii. Implied or expressed promise of reward for complying with a sexually-oriented request;
  - iii. Reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
  - iv. sexually-oriented remarks or behaviour on the part of a person who knows that such remarks or behaviour may create a negative psychological or emotional environment for work
- c) Personal Harassment/Bullying Definition
- Personal harassment or bullying shall be defined as any behavior (including a single incident or series of incidents) that serve(s) no legitimate work-related purpose and shall include but not be limited to:
- i. physical threats, intimidation, assault, unwelcome physical contact such as touching, patting, pinching or punching; or
  - ii. unwelcome or unwanted behavior or comments that are directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any other employee; or
  - iii. implied or expressed promise of reward or threat of reprisal, or the denial of opportunity or refusal to comply with a request which is unrelated to any employee's assigned duties; or
  - iv. the improper use of power and authority inherent in the position held, to endanger an employee's job, threaten the economic livelihood of an employee, or
  - v. in any way interfere with or influence the career of an employee; or remarks or behavior which may reasonably be perceived to create a negative psychological and emotional environment for work.
- d) Cases of sexual/personal harassment/bullying shall be considered as discrimination and may be processed as grievances.
- e) No information related to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- f) The Employer recognizes its responsibility to maintain a discrimination/harassment free workplace.

#### **5.4 Personal Opinions**

No employee shall be disciplined for voicing personal opinions in a respectful manner on Employer policy or business.

### **ARTICLE 4-6 - LABOUR MANAGEMENT RELATIONS**

#### **6.1 Shop Stewards**

The Employer agrees to recognize Shop Steward(s) as the employee's representative(s) and will accord a hearing on Employer time to the Steward(s) for the settlement of disputes and grievances.

The duties of Shop Stewards include, but are not limited to, the following:

- a) To bring concerns directly to management.
- b) Investigating complaints of an urgent matter.
- c) Investigating grievances.
- d) Assisting employees in preparing and presenting a grievance in accordance with the Grievance Procedure.
- e) Supervising ballot boxes and other related functions during ratification votes.
- f) Attending meetings called by the Employer.
- g) Accompanying an employee, at their request, at a meeting called by the Employer, where disciplinary action is anticipated.
- h) Acting as appointees to the Labour Management Committee.

#### **6.2 Access to Documents**

- a) The Employer shall maintain accurate and comprehensive payroll records including, but not limited to, hours worked, pay rates, and accruals.
- b) In the event of a complaint respecting an employee's pay, a representative of the Union will have access to work schedules and/or pay records.

#### **6.3 Bargaining**

Two (2) representatives of the Union will not suffer any loss of pay or benefits for total time involved in bargaining with the Employer.

#### **6.4 Workplace Surveillance**

Surveillance equipment will not be used for the purpose of monitoring of employees in the workplace.

#### **6.5 Labour Management Committee**

The Employer and the Union agree that a Labour Management Committee will meet regularly or at the call of either party, to seek solutions to workplace concerns, including Occupational Health and Safety matters. Employees elected or selected by the Union may attend with no loss of pay, accompanied by Union Officers, and/or a CUPE National Representative.

### **ARTICLE 7 - WAGES**

#### **7.1 Wage Schedule**

Wages will be paid semi-monthly in accordance with Schedule 'A'.

### **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

#### **8.1 Hours of Work**

- a) Employees will work a standard workweek of thirty-five (35) hours, from Monday to Friday, with Saturday and Sunday as rest days.
- b) Employees will work a seven (7) hour standard workday between 8:30 am and 9:00 pm.
- c) All additional straight time hours not covered in Article 8.4 must be pre-approved by the Employer and may be banked as time lieu upon mutual agreement.

#### **8.2 Rest Periods & Meal Period**

- a) Two (2) paid rest periods of twenty (20) minutes each will be provided each workday and will be scheduled by the employee.
- b) One unpaid meal period of one (1) hour will be provided each workday and will be scheduled by the employee subject to operational needs.

#### **8.3 Daily Guarantee**

An employee reporting for a scheduled shift on the call of the Employer, will receive their regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.

#### **8.4 Time In Lieu**

- a) When an employee decides to work in excess of seven (7) hours of work in a day, they are eligible to bank the hours as lieu time on a straight-time basis up to eight (8) hours worked in a day.
- b) When an employee works any time over eight (8) hours in a day, Article 8.5 Overtime applies.
- c) Time in lieu is capped at thirty-five (35) hours, after which authorization of the Executive Director is required to accrue further time in lieu.
- d) Time in lieu may be taken off when mutually convenient for the employee and the Employer, however any time off in excess of seven (7) hours requires prior approval of the Executive Director.
- e) Time in lieu can be used to create a flexible work schedule with a designated day off every fortnight, subject to the agreement of the Executive Director.
- f) All time in lieu and time in lieu taken as time off must be recorded in monthly timesheets and such time is subject to the approval of the Executive Director.

#### **8.5 Overtime**

Where an employee works in excess of eight (8) hours in a day or forty (40) hours in a week, the Employer will pay overtime as follows:

One and one-half (1.5X) times the Employee's regular wage up to twelve (12) hours, and

Double (2X) the employee's regular wage for any time over twelve (12) hours.

All overtime must be approved in advance. Where an emergent or emergency situation requires an employee to work overtime, reasonable efforts must be made to seek prior Executive Director approval. Where such approval is not readily available, a reasonable request for retroactive approval will be considered by the Executive Director, when it is apparent that reasonable attempts to seek approval were made, and the emergent or emergency situation actually required the overtime hours.

When an employee is asked by the Executive Director to work outside of their regular work day for an evening or weekend event, they will be credited for that time worked at double (2X) time for every hour worked, regardless of the number of hours they have worked that day.

## **ARTICLE 9 - EMPLOYEE BENEFITS**

### **9.1 Eligibility**

The benefits in this Article 7 commence after three (3) months service, for employees who regularly work twenty (20) or more hours a week.

### **9.2 Medical Services Plan**

Employees are entitled to coverage under the Medical Services Plan. The Employer shall pay one hundred (100%) percent of the premiums.

### **9.3 Extended Health Care Plan**

- a) Employees are entitled to coverage under the Extended Health Care Plan. The Employer shall pay one hundred (100%) percent of the premiums.
- b) The Employer will not amend the Plan or change the Plan Carrier without the consultation of the Union. Plan Benefit levels will not be reduced.

### **9.4 Dental Services Plan**

- a) Employees are entitled to coverage under the Dental Services Plan. The Employer shall pay one hundred (100%) percent of the premiums.
- b) The combined maximum per insured is two thousand dollars (\$2000) per calendar year.
- c) The Employer will not amend the Plan or change the Carrier without the consultation of the Union. Plan Benefits levels will not be reduced.

### **9.5 Group Life Insurance**

- a) Employees are entitled to coverage under the Group Life Insurance Plan which provides coverage of \$25,000. The Employer shall pay one hundred (100%) percent of the premiums.
- b) The Employer will not amend the Plan or change the Plan Carrier without the consultation of the Union. Plan Benefit levels will not be reduced.

### **9.6 RRSP/RDSP**

- a) After one (1) year of service, employees will have the option of contributing up to two percent (2%) of their salary to an RRSP or an RDSP.
- b) The Employer will match the amount contributed up to two per cent (2%) of their salary.

## **9.7 Health Spending Account**

Upon being presented a receipt, the employer will reimburse employees for health and dental related expenses incurred by that employee, their spouse, or legal dependent to a maximum of three hundred dollars (\$300) per year, provided the expense is not eligible for reimbursement by their existing health and dental plans.

## **ARTICLE 10 - LEAVES**

### **10.1 Sick Leave, Mental Health, Personal Leave and Observance Days**

- a) Employees are entitled to up to fifteen (15) paid days annually for sick leave, mental health, personal leave or for observed religious holidays that are not statutory holidays in British Columbia. These days are not accrued.
- b) Employees who require more than their annual inventory of sick days, or who are eligible for Short Term Disability can discuss additional time off, including bridging between available personal days and eligibility for Short Term Disability. The Executive Director may also grant additional paid sick days to an employee when appropriate and such leave shall not be unreasonably withheld.
- c) Employees facing major personal challenges or changes are eligible for up to five (5) days of paid personal/family days within a calendar year for situations such as hospitalization of a family member, a death in the family, personal/family court proceedings, jury duty, or other exceptional personal or family circumstances. Such paid time off shall not be unreasonably withheld.

### **10.2 Long-Term Disability and Medical EI Top up**

- a) The Employer will provide a Long-Term Disability Plan. The Employer will pay 100% of the cost of the Plans.
- b) The Employer will not amend the Long-Term Disability Plan details or change the Plan Carrier without the consultation of the Union. Plan Benefit levels will not be reduced.
- c) If an employee exhausts all available sick leave and qualifies for medical EI, the Employer will top-up the amount provided by medical EI to ninety-five percent (95%) of the employee's wages for the duration of their time on medical EI.

### **10.3 Adoption, Maternity and Parental Leave**

- a) Adoption, maternity and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, maternity and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

- b) Employees on adoption, maternity and parental leave will continue to accrue seniority and service for service related benefit entitlements.
- c) When an employee is off work on adoption, maternity and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the employee is enrolled prior at the commencement of the leave.
- d) Employees returning from adoption, maternity and parental leave will return to their former position.
- e) Effective August 1, 2019, employees on adoption, maternity and parental pregnancy leave, who apply for and are approved for coverage under Employment Insurance will receive a supplement from the Employer during the first seventeen (17) weeks of such leave that is equivalent to seventy-five percent (75%) of the straight-time earnings the employee would have earned had the employee continued working. Employees will not be eligible to receive this supplement more than once per birth or adoption.

*While not to be included in the Collective Agreement, the Employer may use its discretion to provide the benefits in Article 8.3 e) before August 1, 2019.*

#### **10.4 Absence from Duty of Union Officials**

The Employer will grant leave without pay to employees who are elected as representatives to attend Union Conventions, or for other Union business. Notice for such leave must be given to the Employer at least seven (7) days prior to the beginning of the leave.

#### **10.5 Seniority and Benefits on Union Leave**

Leaves granted will not constitute a break in seniority. With respect to any leave of absence granted without pay, the Employer will continue to pay each representative's regular wage or salary and will render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for any and all benefits. The Union will reimburse the Employer to the amount of the account rendered within sixty (60) days.

#### **10.6 Unpaid Leave of Absence**

- a) Employees seeking an unpaid leave of absence must apply in writing, after one year's continuous service.
- b) An application for Leave of Absence should include extensive consultation and planning. Approval will not be unreasonably denied. Where a denial is necessary, written reasons for denial will be provided to the employee.
- c) Any such application requires the approval of the Executive Director at least three (3) months in advance, as consultation with the Board of Directors on budgeting is likely to occur. Advance notice may be waived at the discretion of the Executive Director.



- d) Seniority will accrue for periods of unpaid leave that does not exceed one (1) year in total.
- e) If the Employee chooses to have their Benefits maintained as a package, the Employee will pay the Employer for the cost of all of these benefits in advance, and the Employer will maintain all of these benefits.
- f) Statutory holidays will not be paid if they fall within a leave of absence and the employee will not accrue vacation time during a period of unpaid leave.
- g) The employee will be returned at the same salary rate and in the same or comparable employment status as upon leaving.
- h) An employee requesting an early return to work from an approved unpaid leave of absence will receive reasonable consideration from the Executive Director, subject to consultation with the Board of Directors and a review of budget impacts and service requirements. Such early return to work is at the discretion of the Executive Director.
- i) Employees seeking an unpaid leave of absence for the purpose of participating as a candidate in elections for Federal, Provincial or Municipal office, or elections to any recognized Indigenous governing bodies, including but not limited to First Nations Band Councils, Indigenous Governments or Self-governments will be granted an unpaid leave of absence provided they apply in writing at least one (1) month prior to the commencement of the leave. If an employee is elected to full-time office, they will resign.

## **10.7 Vacation Leave**

- a) Employees are entitled to annual vacation of twenty (20) days each calendar year.
- b) Annual vacation is prorated for part-time employees, based on average weekly hours worked.
- c) Vacation days will be pro-rated for employees who join the organization partway through the calendar year.
- d) Employees are encouraged to set vacation days as early as possible to ensure adequate staffing levels in the office at all times. Vacation requests must be approved in advance by the Executive Director.
- e) Staff are encouraged to use their vacation time in the way that suits them best, and longer vacations will only be denied or modified in extraordinary circumstances.
- f) Vacation days are to be used in the calendar year accrued or they will be carried over to a maximum of five (5) unused vacation days, with the approval of the Executive Director. Such approval will not be unreasonably denied.
- g) Carry forward vacation days must be taken within the first six (6) months of the year.

- h) Employees who have outstanding vacation days earned upon leaving their employment will have their vacation days paid out on a pro-rated basis.
- i) Employees may take their vacation days at any time of the year, and prior to the full amount being earned during the calendar year.
- j) An employee leaving the organization who has taken unearned vacation days will have the corresponding amounts deducted from their final pay cheque upon leaving TAPS.
- k) Employees not entitled to vacation leave will receive compensation in line with the *Employment Standards Act*.

**10.8 Winter Holiday Office Closure**

The Winter Holiday will consist of four (4) paid working days beginning on the last working day prior to Christmas Day and ending on the last working day prior to New Year’s Day. The Office will be closed during this time and re-open the first working day after New Year’s Day.

**10.9 Public Holidays**

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

and any other day proclaimed by government to be a civic holiday.

\*Where a statutory holiday falls on an employee’s scheduled day off the employee will be entitled to a paid day off in lieu.

**10.10 Working on a Statutory Holiday**

Employees who are required to work on a Statutory Holiday are entitled to be paid one and one-half (1.5X) times their regular rate, plus a day’s Statutory Holiday pay. This may be taken as time off in lieu.

**ARTICLE 11 - PROBATION**

**11.1 Probation Duration**

Employees are considered to have probationary status for the earlier of the first three (3) calendar months or four hundred and fifty-five (455) hours of employment.

## **11.2 Probation Extension**

The Employer may seek the Union's agreement for an extension to probation to a maximum of six (6) months. Such agreement shall not be unreasonably withheld.

## **11.3 Probation Status & Seniority**

While employees have probationary status pursuant to the provisions of this Article, they will have no rights based on seniority, but on the completion of the probationary period, seniority is based on total length of service.

# **ARTICLE 12 - POSTING OF POSITIONS**

## **12.1 Posting of Positions**

The Employer will prepare a notice of vacancy and circulate such notice internally by email to all employees for any vacant or newly created position with preference given to internal candidates.

The notice period for internal posting will be five (5) business days. After this period and in the absence of a qualified internal candidate the Employer may post externally.

The Employer and the Union may mutually agree to exempt certain vacancies from these requirements for the purposes of providing training opportunities for employees.

All notices of vacancies posted pursuant to this clause will contain the following information:

- a) Nature of position;
- b) Required qualifications, knowledge, education and skills;
- c) Wage rate; and
- d) Shifts (if any).

## **12.2 Promotions**

In filling vacancies, the determining factors will be seniority, ability, performance and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.

## **12.3 Classifications**

- a) The Employer will maintain up to date job descriptions for all classifications.
- b) When a new classification is to be established which cannot be properly placed into the existing wage scale by mutual agreement, the Employer will establish the classification and wage rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the Union. If the Employer and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to the Grievance Troubleshooter in accordance with the Grievance Procedure.

- c) For existing classifications, where there has been a substantial change in job duties and increase in responsibilities, the Parties will agree on an amended wage rate or refer the matter to the Grievance Troubleshooter in accordance with the Grievance Procedure.

## **ARTICLE 13 - SENIORITY**

### **13.1 Definition**

Seniority is defined as the length of an employee's continuous employment from the date of last hire, in a regular or temporary position. A seniority date will be calculated for each employee based on their weekly employment. Eligible employment weeks include time compensated while on WorkSafeBC benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave.

### **13.2 Seniority List**

The Employer will maintain a Seniority List showing the current classification and the date upon which each employee's service commenced. The Seniority List will be emailed annually to all employees with a copy to the Union.

*While not to be included in the Collective Agreement, in compiling the initial Seniority List, all employees employed at the date of ratification will have all previous service with the Employer credited in the calculation of their seniority date. Periods of non-employment will not be credited. The Union and the Employer will review the Seniority List prior to its initial publication.*

### **13.3 Loss of Seniority**

Loss of seniority will only result from the following:

- a) Discharge for just cause, and is not reinstated;
- b) The employee resigns in writing and does not withdraw within two (2) days;
- c) Retirement;
- d) Continuous absence for three (3) days without authorization, unless the employee was absent for reasons beyond their control;
- e) Continuous layoff for a period exceeding two (2) years.

### **13.4 Layoffs**

In the event of a layoff, employees with six (6) months or more service will receive at least two (2) weeks prior notice or pay in lieu thereof. Employees with three or more year's seniority will receive one (1) additional weeks' notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within two (2) years, will be credited with previous seniority.

### **13.5 Order of Layoffs**

When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. Employees will be laid off in reverse order of their seniority. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

### **13.6 Recall**

No new employees will be hired into positions, when employees who are qualified to fill that position are on layoff. Employees on recall will be recalled for work in seniority order provided they registered with the employer for available work and have provided a current contact number or email address.

### **13.7 Temporary Layoff and Recall**

Layoff and recall rights will not apply to employees working on a temporary basis for a cumulative period of up to twelve (12) months. The term of employment will be clearly indicated in the letter of appointment.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

For the purpose of this Article, "Officer" will include any elected Officer of the Local Union, CUPE National Representative or Shop Steward.

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, or any other dispute as defined in the Labour Relations Code will without stoppage of work, be the subject of collective bargaining between the Union and the Employer and will be finally and conclusively settled under and by the following procedure:

#### **14.1 Step One**

The employee, accompanied by their Shop Steward or Officer, may within twenty (20) working days of the circumstance(s) giving rise to the grievance, take up the grievance verbally with the Executive Director or designate. The response to the member will be provided in writing within ten (10) days of the meeting held to discuss the grievance at the first (1st) step.

#### **14.2 Step Two**

If the grievance is unresolved at the first (1st) step, within twenty (20) working days of receipt of a response, then the grievance will be reduced to writing and referred to the Executive Director or designate. The response to the grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at the second (2nd) step.

#### **14.3 Step Three**

If the two (2) parties are unable to agree at the second (2nd) step, then within twenty (20) days of receipt of response, the Union will notify the Employer in writing of its intention to take the grievance to the Grievance Troubleshooter or Arbitration.

#### **14.4 Grievance Troubleshooter**

- a) As an alternative to Arbitration, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon Grievance Troubleshooter. The Troubleshooter agreed to by the parties will:
  1. Investigate the difference;
  2. Define the issue in the difference; and
  3. Make written recommendations to resolve the difference within thirty (30) days of their receipt of the request.
- b) The parties agree that the recommendation of the Troubleshooter will be final and binding. Such recommendation is intended to be non-prejudicial and the parties will not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the Labour Relations Code of B.C., without the mutual consent of both parties.
- c) Neither party shall use lawyers to represent them, except for the TAPS Executive Director or assigned CUPE Officer.
- d) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to use will-say statements and to make limited use of authorities during their presentations.
- e) Each party will pay its own expenses and one-half (½) of the compensation and expenses of the Troubleshooter.

- f) Neither party shall appeal a decision of a Grievance Troubleshooter.

#### **14.5 Arbitration**

- a) Grievances which are not resolved at the second (2nd) stage may be submitted to a Single Arbitrator.
- b) The parties of the Agreement will attempt to agree on naming the Single Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator will proceed as soon as practical to examine the grievance and render judgment. The decision of the Arbitrator will be final and binding on the parties and upon any employee affected by it.
- c) Each party will pay one-half (½) of the fees and expenses of the Single Arbitrator. Expenses will include any disbursements incurred by the Arbitrators during their proceedings.

#### **14.6 Policy Grievance or Wrongful Dismissal Grievance**

A grievance submitted as a Policy Grievance or Wrongful Dismissal Grievance will be heard at Step Two.

#### **14.7 Time Limits**

It is understood that any of the time limits referred to in this Article 12 may be extended by mutual agreement between the Union and the Employer. Such mutual agreement will not be unreasonably withheld by either party.

#### **14.8 Wrongful Dismissal**

Where an Arbitrator finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitrator may:

- a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable; or
- b) make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

### **ARTICLE 15 - GENERAL CONDITIONS**

#### **15.1 Discipline and Personnel Records**

- a) A copy of any written material concerning any disciplinary action affecting an employee will be given to the employee as soon as possible after it is recorded in the personnel file. The Employer will forward a copy of all disciplinary letters to the President of the Union.

- b) An employee will be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee will be entitled to recourse through the grievance procedure.
- c) The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.
- d) An employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Employer.
- e) If more than two (2) years has elapsed from the date a disciplinary letter was issued, such a letter or record of discipline will no longer form part of the employee's discipline record, except where such discipline involves a serious workplace offense, including but not limited to, harassment, theft, or violence.

### **15.2 Union Representation at Discipline and Investigation Meetings**

- a) Prior to any investigation or disciplinary meeting, the Employer will provide five (5) days' notice of such meeting to the employee and the Union, along with particulars of the concerns and any documents related to such concerns.
- b) An employee has the right to have a Shop Steward or other Union Representative (Union Officer and/or CUPE National Representative) present at any investigation or disciplinary meeting or in relation to any disciplinary action the Employer may take (warning, suspension, or termination) or during attendance management meetings.
- c) This Article will not apply to workplace discussions that are of an operational nature, and which will not form part of the permanent record.

### **15.3 Human Rights**

The Employer and the Union agree that any form of discrimination, or personal, psychological or sexual harassment will not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (including gender identity or gender expression), sexual orientation, age and criminal or summary conviction for an offence that is unrelated to the employment of that person.

### **15.4 Employment Equity**

- a) The parties acknowledge, recognize and support the principles of employment equity. The parties agree to cooperate in the identification and removal of systemic barriers in the selection, hiring, training and promotion of women, Indigenous peoples, persons with disabilities, LGBTQ2+ persons, and racialized persons.



- b) The parties agree to cooperate in the identification and implementation of steps to improve the opportunities, employment status and participation rates of these designated groups and persons with lived experience with poverty.

### **15.5 Professional Development**

- a) The Employer agrees to pay all wages and costs of any upgrading or courses that are required to be taken by any employee. Employees will receive pay for lost wages incurred while upgrading.
- b) The Employer agrees to pay all fees associated with maintaining a professional designation such as Lawyers and Registered Social Workers.
- c) The Employer and the Union will jointly develop a mutually agreed Annual Professional Development Plan at the Labour Management Committee, based on available funds. Such mutual agreement will not be unreasonably withheld.

### **15.6 Ergonomics**

- a) The parties agree to cooperate in developing an effective Ergonomics Program, which include the following elements:
  - 1. Early identification, recognition and treatment of ergonomics concerns and related injuries,
  - 2. Ergonomics training and education, and
  - 3. Reasonable provision of ergonomic office equipment and adaptations as requested by employees, subject to budget considerations.
- b) The Ergonomics Program will be the subject of regular discussion at Labour Management Committee.

### **15.7 Workload**

- a) Workload will form part of the Labour Management Committee agenda. The parties will consider the following factors in respect of overall workload among the members of the bargaining unit, along with project and individual employee workload:
  - 1. Regular meetings between the Executive Director and project staff with respect to intake,
  - 2. Project capacity in relation to workload anticipated after a fulsome review of existing caseload,
  - 3. Adjusting project intake in relation to changes in employment, staffing levels and call backtimes,
  - 4. Appropriate preparation and office time, and

5. Any other factor considered appropriate by the parties.
- b) Where Labour Management Committee discussion does not resolve workload concerns, the Union may advance specific workload concerns through the Grievance Procedure.

### **15.8 Job Sharing**

- a) Employees may be eligible for job sharing subject to the mutual agreement of the parties, and
- b) Both employees in the job share must possess the required qualifications, experience, ability, skills and efficiency required to perform the job in question, and
- c) Both employees will prepare a proposed job share schedule as part of the application, and
- d) Job Sharing applications will not be unreasonably denied by the Employer or the Union provided an acceptable schedule is developed, and
- e) The Employer and the Union may cancel any particular job sharing arrangement upon two (2) weeks written notice to the applicable employees and the other party, and
- f) The Job Share concludes once an incumbent Job Share partner is no longer employed by the Employer.

### **15.9 Mileage**

Mileage incurred on the request of the Employer will be paid at the current non-taxable *Canada Revenue Agency* maximum.

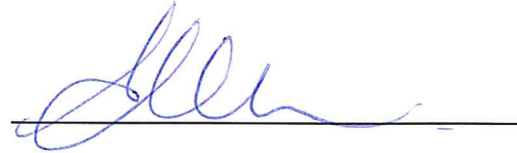
SIGNED THIS 24<sup>th</sup> day of August, 2021, by:

FOR THE EMPLOYER



Doug King, Executive Director  
Together Against Poverty Society

FOR THE UNION



Shireen Clark, President  
CUPE Local 374



Isabelle Dehler-Hyde, Unit Vice President  
CUPE Local 374 – TAPS

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## SCHEDULE 'A'

Pay Grade	Classifications	Wage Rate Effective September 1, 2020 \$/hour	Wage Rate Effective September 1, 2021 \$/hour
<b>1</b>	Volunteer Coordinator Student/Paid Intern	\$17.50 minimum	
<b>2</b>	Legal Advocate/ Coordinator  (Introductory rate for probationary period)	\$23.00	
<b>3</b>	Legal Advocate/ Coordinator <b>Campaigner, Articling Student</b>  (Upon completion of probation)	\$28.00	
<b>4</b>	Staff Lawyer <b>Supervisor</b>	\$37.00 minimum	

*\*Effective September 1, 2021 all wage rates included in the existing Collective Agreement will be increased by the percentage established in Consumer Price Index for the preceding 12 months for "Victoria" as established by Statistics Canada.*

## **Letter of Agreement # 1**

### **Re: Heidi Berry**

The parties have discussed and agreed that Heidi has been a long-term employee of TAPS as well as a volunteer for many years. Heidi will receive Employer-paid benefits and will continue working her flexible hours each month.

In the event a change in Heidi's situation occurs, the parties agree to work cooperatively to resolve any concerns in support of Heidi's continued employment and receiving the full benefits of the Collective Agreement.

## **Letter of Agreement # 2**

### **Re: Municipal Pension Plan**

The parties agree to investigate and discuss the potential to participate in the Municipal Pension Plan and bring recommendations forward to the next round of bargaining.

## **Letter of Agreement # 3**

### **Re: Alternative Working Arrangements**

Where operationally feasible, the Employer will consider individual requests to work from home presented by individual employees. Such requests will be made in writing. The Employer will respond in writing identifying the reason for the approval or denial of the request, such responses will be copied to Union, approval shall not be unreasonably withheld. The parties agree to meet in January and July of each year to review and troubleshoot the work from home approval process.

## **Letter of Agreement # 4**

### **Re: Financial Reporting at Labour Management**

The Employer will provide quarterly financial updates at the Labour Management Committee that include projected revenues and expenditures along with actuals up to the end of the period. Quarters will be based on the start and end date of the Collective Agreement.

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