

COLLECTIVE AGREEMENT

between

FORT ALCOHOL AND DRUG SERVICES SOCIETY

and the

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

Effective from April 29, 1994 to March 31, 1998

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- PREAMBLE**.1 Purpose of Agreement**

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

The Parties agree that in view of the still uncertainty of negotiations future in health care, members of the Bargaining Union would participate as follows in future negotiations on the assumption that those negotiations may possibly occur face-to-face between Fort Alcohol and Drug and BCGEU rather than a renewal to take place at the so-called "Community Standard Table".

.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached, the matter shall be sent to arbitration as provided in Article 8.

.3 Conflict with Regulations

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

.4 Use of Terms

- (a) *Masculine and Feminine*—The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context so require.
- (b) *Singular or Plural*—Where the singular is used, the same shall be construed as meaning the plural if the facts or content so require.

.5 Human Rights Act

The Parties hereto agree not to discriminate against any employee because of religious or political affiliation, race, colour, national origin, age, sex, marital status (including common-law relationships), family status, sexual orientation, physical or mental disability, providing that such disability does not unduly interfere with the employee's ability to adequately do the work.

.6 Personal and Sexual Harassment in the Workplace

- (a) (1) The Union and the Employer recognize the right of the employees to work in an environment free from harassment. The Employer agrees to take all reasonable steps to protect its employees from harassment by other employees, staff, clients and/or the general public. The Employer undertakes to discipline any person employed by Fort Alcohol and Drug Services Society who is found to have engaged in harassment.

- (1) An employee may contact the appropriate Employer representative, or a Union official, to discuss the resolution of a concern arising from alleged harassment prior to the submission of a formal complaint.
 - (2) The Union or the Employer, as the case may be, will notify the other party within three (3) days of any complaint received under this clause.
 - (3) Formal complaints of any alleged harassment must be submitted in writing to the Employer as soon as possible but in any case not later than forty-five (45) days after the latest alleged occurrence.
 - (4) Investigations conducted by the Employer pursuant to sub-section (4) shall be done with the utmost discretion and confidentiality. The Union shall be apprised, in confidence, of the resulting facts of any such investigation and the action proposed by the Employer to be taken to remedy the situation.
 - (5) For harassment complaints of a sexual and/or sensitive nature, the Union and the appropriate Employer representative may, by mutual agreement, appoint a single investigator. An investigator will be appointed with five (5) days thereafter. The investigator will conduct an investigation and submit a report on the facts to the Employer within fifteen (15) days of being appointed, which results will then be communicated by the Employer, in confidence, to the Union.
- (b) Sexual harassment means engaging in conduct of a sexual nature that is uninvited and is known or ought reasonably to be known to be unwelcome and objectionable to the complainant, and shall be defined as:
- (1) sexual assault;
 - (2) sexual suggestive remarks, compromising invitations, or demands for sexual favours;
 - (3) inappropriate or unwanted touching;
 - (4) repeated or persistent leering at a person's body;
 - (5) use of sexually objectionable visual or written materials.
- (b) Personal harassment means engaging in the use of words, gestures, actions or visual displays which are known or ought reasonably to be known to be abusive or offensive to another person, and shall be defined as:
- (1) verbal abuse, threats, insults, taunts, or challenges in a manner likely to provoke a violent response or disorderly outburst;
 - (2) unsolicited and unwelcome remarks, jokes, innuendo or flagrant disrespect toward a person's body, attire, age, marital status, ethnic origin, religion, social culture, or sexual orientation;
 - (3) uninvited practical jokes which embarrass;
 - (4) unsought telephone calls or calls which serve no legitimate work related purpose;
 - (5) communications in language knowingly coarse, profane and/or provocative and offensive.

(c) In cases where allegations of harassment involve another employee, the employee claiming to be harassed has the right to discontinue contact with the alleged offender, pending determination of the complaint. In cases where a complaint results in the transfer of an employee, where possible it shall be the alleged offender who is transferred, subject to sub-section (h)(3) following. The complainant will not be transferred against his/her will.

(d) Where the complaint is determined to be of a vexatious, vindictive or mischievous nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 7.

(e) Where a complainant is dissatisfied with the actions of the Employer under sub-section (a) or (d) preceding, the employee may initiate a grievance under this clause, pursuant to Article 7 of this Collective Agreement. Such grievance shall be initiated at Step 2 of the grievance procedure.

(f) Should a grievance filed under the preceding section involve an Employer representative who normally processes grievances at Step 2, the grievor shall file the grievance with a senior representative of the Employer instead, or if the alleged offender is the Fort Alcohol and Drug Services Society administrator, with the Board of Directors. Grievances filed under this clause will be treated in strict confidence by both the Union and the Employer.

(g) An alleged offender under this clause shall be entitled:

(1) to be given notice of the substance of a complaint under this clause;

(2) to be given notice of and to attend, participate in, and be represented at any hearing which is held as a result of a complaint under this clause, and

(3) to have their workplace circumstances dealt with on a without prejudice basis pending determination of the facts of the case following completion of the investigation.

(h) An arbitrator, hearing a grievance under this clause, shall have the authority to:

(1) dismiss the grievance,

(2) determine the appropriate level of discipline, and/or remedy;

(3) make such further orders as may be necessary to provide a final and conclusive settlement of the grievance.

(i) Any disciplinary action taken by the employer must be consistent with the award of the arbitrator.

(j) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct Fort Alcohol and Drug Services Society business with an alleged offender under this clause.

(k) Harassment does not include legitimate attempts by the Employer, in good faith:

- (1) to address workplace performance deficiencies and/or;
- (2) to exercise the Employer's managerial supervisory rights and responsibilities.

.2 Definition of Employees

(a) A permanent full-time employee is one who is normally scheduled to work thirty-five (35) hours per week in a permanent posted position. These employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(b) A permanent part-time employee is one who is normally scheduled to work less than thirty-five (35) hours per week in a permanent posted position. These employees accumulate seniority and are entitled to the benefits outlined in the Collective Agreement on a pro rata basis unless otherwise specified.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees employed by the Fort Alcohol and Drug Services except those excluded by mutual agreement of the Parties or by the Labour Relations Board.

.7 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the bargaining unit.

.8 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to issues arising from this Agreement shall be sent to the President of the Union or designate. A copy of any correspondence between the Employer and any employee in the bargaining unit pertaining to the interpretation or application of this Agreement shall be forwarded to the President of the Union or designate.

.9 No Other Agreements

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

.10 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. There may be up to two (2) stewards selected, one at each job site. It is understood that there is an alternate steward if either of the stewards are on vacation.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards.

(c) A steward or her alternate shall obtain permission of an Employer representative before leaving her work to perform her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the stewards shall notify the Employer representative.

(d) Duties of the stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) attending meetings at the request of the Employer.

.2 Bulletin Boards

The Employer shall provide one (1) bulletin board in each worksite for the exclusive use of the bargaining unit.

.11 Time Off for Union Business

(a) *Without Pay*—Leave of absence without pay and without loss of seniority will be granted:

- (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 Labour Relations Board.

To facilitate the administration of this Clause, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this Clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice in writing prior to the commencement of leave under this Clause.

(b) *With Pay*—Leave of absence with basic pay and without loss of seniority will be granted:

- (1) to stewards, pursuant to 2.5;
- (2) to employee representatives who are members of the Labour Management Committee while attending meetings of the Committee;
- (3) for one (1) employee, with basic pay, and for a second employee, without pay, who are representatives of the Union on the Fort Alcohol & Drug Bargaining Committee, to carry on direct negotiations with Fort Alcohol & Drug Society for a renewal of their local Collective Agreement.

.2 Right to Refuse to Cross Legal Picket Lines

(a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

(b) An employee failing to report for work under (a) above will be deemed to be on an unpaid leave of absence.

.3 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer two (2) Shop Union Cards, one for each entrance to the facility(2). Such card will remain the property of the Union and shall be surrendered upon demand and shall be of a mutually agreeable size and type.

.12 Union Meetings

(a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date;

(b) The Union shall provide four (4) weeks' notice to an Employer representative of the intended date and time of the meeting;

(c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

2 - UNION SECURITY

.1 Membership in Bargaining Unit on April 29, 1994

All employees in the bargaining unit who on April 29, 1994, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.

.2 Membership in Bargaining Unit after April 29, 1994

All employees hired on or after April 29, 1994, shall, as a condition of continued employment, become members of the Union and maintain such membership, within thirty (30) days of employment.

3 - CHECK-OFF OF UNION DUES

.1

The Employer shall, as condition of employment, deduct from the monthly 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.

.2

The Employer shall deduct from the monthly wages or salary of any employee who is a member of the union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

.3

Deductions shall be made bi-weekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

.4

All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

.5

.6

Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer, in writing, of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

.7

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.

.8

The Employer shall supply to each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees with their T-4 statements.

.9

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from his monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

4 - 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 his/her Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Steward who will provide the employee with a copy of the Collective Agreement. Where operational requirements permit, the Employer agrees that a Union Steward will be given the opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

5 - EMPLOYER/UNION RELATIONS

.1 Representatives

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisors or other personnel with whom the Union may be required to transact business.

.2 Union Bargaining Committees

A Union Bargaining Committee shall be appointed by the Union and shall consist of up two (2) members of the Union, together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union, including provincial union officials, when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

.4 Technical Information

The Employer agrees to provide to the Union basic non-confidential information such as seniority, classifications, pay rates, etc. as is available relating to employees in the bargaining unit as may be required by the Union for collective bargaining purposes.

In addition, the Employer shall make available to the Union the following member information, submitted with each dues tape. This information shall include the following: Social Insurance number, surname and first name, address, sex, birth date, job classification, gross pay and month-to-date dues.

.5 Employer Rights

The management of all aspects of the Employer's business, including management and direction of the employees in the bargaining unit, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

.6 Joint Standing Committee

- (a) The Employer and the Union will establish a Joint Standing Committee for the purpose of meeting to discuss problems that may arise during the life of the Collective Agreement.
- (b) The Committee will comprise up to two (2) Employer designates and up to two (2) Union designates.
- (c) Meetings will be held upon request by either Party and will take place after regularly scheduled hours of work.
- (d) Appropriate topics for discussion shall include:
 - (1) any matter of general interest or contract interpretation that has not been filed as a formal grievance;
 - (2) impending changes in staffing assignments;

- (3) Employer policies that have been introduced or changed and which affect bargaining unit members;
- (4) any other issue mutually agreed between the Parties as an appropriate topic for discussion.
- (5) recommendations regarding in-service training needs and program and training assistance.

ARTICLE 2 - GRIEVANCES

.1 Queries and Complaints

Before a grievance is filed, should an employee have a query or complaint about the Employer's operations or practices with respect to this Collective Agreement, the affected employee is to seek an answer with the appropriate Employer official. The employee shall have the option to have his/her shop steward present at such a discussion. If the employee's concern cannot be resolved to their satisfaction, the employee should review the situation with their shop steward before proceeding to Step 1.

.7 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration.

.8 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward.

.9 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 Article 7.5 must do so not later than fourteen (14) days after the date:

- (a) on which he was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which he first became aware of the action or circumstances giving rise to the grievance.

.10 Time Limit at Step 2

The Employer's designate at Step 2 shall reply in writing to the Union Area Office within fourteen (14) calendar days of receiving the grievance at Step 2.

.11 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2 and pursuant to Article 7, the President or his designate may inform the Employer of the Union's intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision at Step 2 has been received; or
- (b) thirty (30) days after the Employer's Step 2 decision is due.

.12 Failure to Act

If the President of the Union, or his/her designate, does not initiate or present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

.13 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Notification to arbitrate shall be by double registered mail or by a method determined to be mutually acceptable by the Union and the Employer.

.14 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within fourteen (14) days of the date on which the dismissal or suspension occurred, or within fourteen (14) days of the employee receiving notice of dismissal or suspension.

.15 Deviation from Grievance Procedure

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

.16 Policy Grievance

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be.

.17 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations, in processing the grievance through the grievance procedure. To this end, an arbitrator shall have the power to allow all necessary amendments to the grievance and the

power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

.18 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Hans Suhr, Mervyn Chertkow or a substitute agreed to by the Parties, shall, at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date time does not run in respect of the grievance procedure.

6

- ARBITRATION

.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 7, notify the other Party within thirty (30) days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

.2 Expedited Arbitration

Expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and/or cost in the hearing and issuance of an award. It is understood that lawyers will not do the presentation of the cases in the following procedure. Representatives presenting the cases agree to limited use of citations and authorities in arguing their case.

- (a) All grievances, except dismissals, shall be considered suitable for and resolved by expedited arbitration.
- (b) The Parties shall agree that a single Arbitrator shall be selected from the list in Appendix C.
- (c) The arbitrator shall hear the grievance and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases shall be without prejudice.

(f) The Parties shall equally share the cost of fees and expenses of the arbitrator and hearing room.

(g) No later than two (2) weeks prior to the scheduled hearing for each grievance, the Union and the Employer shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other Party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the arbitrator and the remedy being sought.

.3 Dismissal Grievances—Single Arbitrator

When a Party has requested that a dismissal grievance be submitted to arbitration, the grievance shall be submitted to one of the single arbitrators listed in Appendix C on a rotational basis subject to their availability within ninety (90) days. In the event that none of the arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

.4 Single Arbitrator Procedure

The arbitrator may determine his own procedure in accordance with the Labour Code and shall give full opportunity to all Parties to present evidence and make representations. He shall hear and determine the difference or allegation and shall make representations. He shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.

.5 Decision of Arbitrator

The decision of the arbitrator shall be final, binding, and enforceable on the Parties. The arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement permitted under the appropriate legislation. However, the arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

.6 Disagreement on Decision

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days of receipt of such application.

.7 Expenses of Arbitrator

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.

.8 Amending Time Limits

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

7

- DISMISSAL, SUSPENSION AND DISCIPLINE

.1 Burden of Proof

In cases of discipline, suspension and dismissal, the burden of proof of just cause shall rest with the Employer. In proceedings pursuant to this article in cases of discipline, suspension or dismissal, the Employer shall not produce evidence other than: (i) from documents in the employee's personnel file whose existence had previously been made known to the employee, or (ii) from evidence called to support the allegations and reasons for the discipline, suspension or dismissal as outlined in the written notice to the employee.

.2 Discipline

The Employer may discipline any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. A copy of the written notice of suspension or dismissal shall be forwarded to the Union with five (5) days of the action being taken.

.3 Discipline Grievances

All discipline will be subject to formal grievance procedure under Article 7 of this Agreement.

.4 Disciplinary Documents

An employee shall be given a copy of any disciplinary document placed on her file. The Employer shall not introduce as evidence in any hearing any disciplinary document from the file of the employee, the existence of which the employee was not aware at the time of filing. Upon the employee's request, any disciplinary document shall be removed from the employee's personnel file upon expiration of eighteen (18) months from the date it was issued providing there has not been a further infraction.

.5 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the place provided. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure in this Agreement.

.6 Personnel File

(a) On a periodic basis or in order to facilitate the investigation of a grievance, an employee or her designate, with the written authority of the employee, shall have a right to access to her personnel record upon giving two (2) days' notice to the Executive Director or designate. Such access will be in the office in which the file is normally kept and will be in the presence of the Employer's designate. Copies of all entries of a critical or disciplinary nature in an employee's personnel file shall be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in her file, she shall be entitled to recourse through the grievance procedure.

(b) Personnel files will be kept confidential and access will be given only to those personnel that require the information in the course of their duties.

.7 Right to Have Union Representative Present

Where a supervisor intends to discipline an employee, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact her steward, providing that this does not result in an undue delay of the appropriate action being taken. If a shop steward is being disciplined, the shop steward may contact a shop steward from another area, or a Union staff representative.

8

- SENIORITY

.1 Seniority Defined

'Service seniority' means a permanent employee's length of continuous service with the Employer. Employees shall be credited with service seniority equivalent to their length of continuous service with the Employer prior to signing this Agreement. Service seniority for part-time permanent employees shall be prorated on the basis of one (1) year's service seniority for every one thousand eight hundred and twenty-seven (1827) hours completed. Upon achievement of status as a permanent employee, a temporary employee shall be credited with seniority, retroactively, on the basis of one hundred fifty-two and one-quarter (152.25) hours to equal one month's service.

.2 Seniority List

The Society will maintain an up-to-date seniority list containing the following information pertaining to its employees:

- (a) employee's name;
- (b) date from which the employee's seniority is calculated; and
- (c) employee's current classification.

Where two (2) or more employees commenced work on the same date, seniority shall be determined by chance. Such determination will be carried out in the presence of the affected employees.

An up-to-date seniority list shall be sent to the Union on January 1st and June 1st of each year.

.3 Loss of Seniority

- (a) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union or leave pursuant to an approved WCB wage loss replacement claim from the Employer, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) An employee shall continue to accrue seniority if she is absent from work with pay.
- (c) An employee shall lose her seniority only in the event that:
 - (1) she is discharged for just cause;
 - (2) she voluntarily terminates her employment;
 - (3) she is on layoff for more than one (1) year;
 - (4) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within five (5) days and fails to return to work within seven (7) days;
 - (5) she is permanently promoted to an excluded position and has successfully completed the probationary period; or

- (6) she is away from work due to sickness or injury for a period in excess of thirty (30) months.
- (b) An employee who fails to report for duty without informing the Employer of the reason for her absence, will be presumed to have abandoned her position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.
- (c) A temporary employee will lose her seniority when:
- (1) she resigns from employment or is terminated for just cause;
 - (2) she becomes a permanent employee;
 - (3) she limits her availability for employment;
 - (4) she refuses three (3) consecutive work assignments or a pattern of work refusals becomes evident.
- (d) Temporary employees who are unavailable in the following circumstances and who notify their work unit shall not have the unavailability count for purposes of Article 10.3(e) above:
- (1) absence on WCB wage loss replacement claim;
 - (2) maternity leave;
 - (3) bereavement leave;
 - (4) illness: proof of illness may be required where it appears a pattern of frequent absence is developing;
 - (5) Union leave.
- (e) A temporary employee shall be considered to be on layoff at the completion of each work assignment. Temporary employees with seniority will retain seniority on layoff for a period of six (6) months.

.2 Re-employment

An employee who resigned her position and within sixty (60) days is rehired, shall be deemed to have been on leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

.4 Bridging of Service

If a permanent employee terminates as a result of a decision to raise a dependent child, and is rehired, upon application he/she shall be credited with length of service accumulated at the time of termination for the purposes of benefits on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as a temporary;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on reemployment.
- (e) Former employees who meet the conditions outlined above will have in-service status when applying for re-employment and shall, for the purpose of the selection process, be credited with points for the years of continuous service accumulated to the effective date of termination.

9

- LAYOFF AND RECALL

.1 Layoff

- (a) Prior to any proposed layoff, the Employer will review the situation with the Union to canvass employment and severance options available.
- (b) Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in the reverse order of seniority pursuant to the following:
 - (1) the work unit in which the layoff will take place will be identified;
 - (2) the individual with the least service seniority will be designated for layoff from the classification;
 - (3) the individual designated for layoff can exercise service seniority in equal or lesser rated position within the work unit provided they are qualified and able to perform the work after a period of familiarization;
 - (4) individuals bumped from their classification pursuant to (a) above may also exercise seniority in an equal or lesser rate position within the work unit provided they are qualified and able to perform the work after a period of familiarization; and

.2 Recall

Employees shall be recalled in order of service seniority provided they are qualified to do the job.

.2 Advance Notice

The Employer shall notify employees who are to be laid off, twenty (20) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work twenty (20) full days

after notice of layoff, she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

.3 Severance Pay

Upon layoff, a permanent employee will have the option to choose severance pay as per Employment Standards Act.

.4 Grievance on Layoffs and Recalls

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

.5 Retraining and Adjustment

Employees who assume a new position pursuant to this article will receive job familiarization - also training and professional development, as circumstances permit - to acquire the knowledge and skill to qualify for the position within a reasonable training period.

An employee undergoing such training or professional development will suffer no loss of basic pay if attendance occurs during regularly scheduled work hours.

10 - HOURS OF WORK

.1 Hours of Work

- (a) The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827 which is equivalent to an average of thirty-five (35) hours per week.
- (b) Employees shall maintain records of their time worked in the form and level of detail required by the Employer. These records shall be reviewed and approved by the employee's supervisor or program director.
- (c) Records of employees' work schedules shall be maintained at the local level.

.2 Rest Periods

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours. Rest periods shall be taken without loss of pay to the employees.

.3 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be agreed to at the local level and shall not be less than thirty (30) minutes nor more than sixty (60) minutes.
- (b) An employee shall take his/her meal period and shall be entitled to do so away from the work station or from clients. Where this cannot be done, the meal period shall be considered as time worked.

.4 Work Locations

- (a) Every employee covered by this Agreement shall be assigned a designated headquarters. Time spent in travel from the designated headquarters to the other work locations(s) shall be considered as time worked.
- (b) Except in the case of temporary assignment for the duration of less than one (1) month, and except in the case of emergencies, the Employer shall give a regular employee two (2) weeks advance notice, in writing, stating the reasons prior to implementing any change in the employee's designated work location.

.5 Travel Time

No travel time will be counted as time worked unless properly completed mileage records and time sheets are submitted and approved by the immediate supervisor.

.6 Standard Hours

- (a) Except as otherwise provided, the standard work week shall consist of five (5) consecutive days from Monday to Friday.
- (b) Except as otherwise provided, the workday shall be seven (7) hours duration exclusive of meal period and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.
- (c) Employees whose duties may entail attendance at the occasional evening meeting or work related function or who schedule occasional appointments outside regular office hours, subject to operational requirements and client care needs, shall be credited with hours worked on a one-to-one basis which shall be taken as CTO within thirty (30) calendar days. Any such earned CTO that cannot be scheduled off within thirty (30) calendar days shall be paid out as overtime pursuant to Article 13.2.

.7 Flexitime

Flexitime may be approved when it provides flexible and accessible service to clients. When approved, such flexitime shall be subject to the following provisions:

- (a) the workday shall not exceed ten (10) hours;
- (b) in any one (1) calendar week, work shall be performed on at least four (4) days;
- (c) employees shall average seventy (70) hours of work per fortnight;
- (d) full-time employees who have a day of absence from work, whether with or without pay, shall be deemed to be absent for seven (7) hours; and
- (e) employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and at particular times as required.

.1 Overtime Approval

All overtime shall be approved in advance by the Employer .

.2 Overtime Application

All approved overtime shall be compensated pursuant to the Employment Standards Act.

12

- HOLIDAYS

.1 Paid Holidays

The Employer recognizes the following as paid holidays for permanent employees:

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

and any other holiday proclaimed as a statutory holiday by the federal, provincial, or municipal government for the locality in which an employee is working.

.2 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

.3 Holiday Falling on a Scheduled Work Day

The Parties agree for the Employer to continue current values for each of the statutory holiday benefit and vacations for the duration of the Collective Agreement.

.4 Holiday Coinciding with a Day of Vacation

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

.5 Christmas Office Closures

The Parties agree for the Employer to continue its current practice of closure of all society programs/offices between December 25 and January 1 in each year, with continuance of normal earnings for scheduled hours not worked during that period by affected employees.

13 - ANNUAL VACATION

.1 Definitions and Length of Vacation

The Parties agree for the Employer to continue current values for vacations for the duration of the Collective Agreement.

(a) *Definitions*

"*Vacation year*" - for the purposes of this article, entitlement to vacation shall be calculated from an employee's date-of-hire as a permanent employee.

"*First vacation year*" - the first vacation year is the twelve month period following an employee's date-of-hire as a permanent employee. No employee shall, however, be granted vacation prior to the successful completion of the probationary period.

(b) *Length of Vacation*

<i>Vacation Years</i>	<i>Number of Days</i>
First to third	15
Fourth	20
Fifth.....	25

- (c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro-rata basis as above.

.2 Vacation Earnings for Partial Years

During the first and subsequent vacation years, an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits, at the Employer's discretion, or recovered upon termination, whichever occurs first.

.3 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his regular position for a majority of sixty (60) working days preceding his holiday, in which case he shall receive the higher pay.
- (b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.
- (c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount that would otherwise have been earned during the vacation being taken, except that no payroll advance shall be issued in December for any pay periods that fall in January, or in March for any pay periods that fall in April.

.4 Utilization of Annual Vacation

- (a) An employee may carry over up to five (5) days vacation leave per vacation year, except that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days vacation leave into their first vacation year.
- (b) A single vacation period which overlaps the end of the calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.
- (c) Except for any vacation earned during the first partial year of service, an employee shall not receive pay in lieu of vacation time except upon termination, resignation or retirement.

.5 Vacation Schedules

- (a) Selection and allocation of vacation shall be granted on the basis of work unit subject only to bona fide operational requirements.
- (b) Schedules will be posted February 1st and must be completed by employees by the last day of February of each year.

(c) An employee who does not indicate her selection by the last day of February shall not be able to exercise her seniority rights for that year and shall be required to give thirty (30) calendar days' notice of her selection, which may only be approved subject to operational requirements.

(d) Subject to operational requirements and client needs, an employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of their first vacation period. Such seniority shall prevail in the choice of the second vacation period but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

.6 Vacation Relief

Where vacation relief is required, the Employer shall give regular employees in the operating location the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job, and arrange for staff replacements at the lowest paying category.

.7 Vacation Schedule Changes

Vacation schedules, once approved by the supervisor, shall not be changed, except by mutual agreement.

.8 Approved Leave of Absence with Pay During Vacation

When an employee is in receipt of sick leave pay or on paid bereavement leave in accordance with Article 17.1 during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

.9 Callback on Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, she shall be reimbursed for all expenses incurred thereby by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining vacation entitlement.

.10 Vacation Credits Payable to Beneficiary

Earned but unused vacation entitled shall be made payable to the employee's beneficiary, or where there is no beneficiary, to the employee's estate, in the event an employee dies while in the services of Fort Alcohol and Drug Services.

.1 Sick Leave Entitlement

The Parties agree for the Employer to continue its current practice of granting to post-probationary permanent employees one and one-quarter (1 ¼) sick days per month of service to a maximum accumulation of thirty (30) days with no pay-out of any unused accumulation at any time.

.2 Stress Leave Entitlement

See Appendix F.

.3 Employee to Inform Employer

The employee shall advise the Employer as soon as possible of her inability to report for work because of illness or injury and the probable date of return to work. The Employer may request a report from a qualified medical practitioner for any sick leave where there is legitimate cause for concern that (a) sickness leave is being abused, and/or (b) the Employer has reasonable cause to believe the employee is not yet fit to return to work following an illness or injury.

15 - SPECIAL LEAVE**.1 Bereavement Leave**

(a) In the case of death in the immediate family, an employee not on leave of absence without pay shall be entitled to bereavement leave without loss of pay at her regular base rate of pay from the date of death to or including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days.

(b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, 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 grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(e) Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

.2 Special Leave

Agreed by the Parties to be referred to the Community Standard Table for negotiation at that time.

.3 Family Illness

Agreed by the Parties to be referred to the Community Standard Table for negotiation at that time.

.4 Full-Time Union or Public Duties

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

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

.5 Leave for Court Appearances

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

.6 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances, subject to operational requirements and client care needs. A leave of absence may also be granted for any other reason, at the sole discretion of the Employer, in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons in writing for withholding approval.

.7 Emergency Service Leave

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

.8 Donor Leave

An employee shall be granted the necessary leave of absence without loss of basic pay for the purpose of donating bone marrow or an organ.

.9 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule CTO or unused vacation days.

.10 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or a referendum shall be granted four (4) hours off, pursuant to applicable legislation.

16 - MATERNITY, PARENTAL AND ADOPTION LEAVE**.1 Maternity Leave**

As per the Employment Standards Act.

.2 Leave Allowance

As per the Employment Standards Act.

.3 Adoption

As per the Employment Standards Act.

17 - HEALTH AND SAFETY**.1 Conditions**

The Union and the Employer agree to fully comply with regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British Columbia pertaining to the working environment. First aid kits shall be supplied in accordance with this section.

.2 Working Environment

The Parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

.3 Pollution Control

The Employer and the Union agree to make all reasonable efforts to maintain a pollution-free working environment.

.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his shift without deduction from sick leave.

.5 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site. Transportation will be provided or paid by the Employer.

.6 Union Representatives

Scheduled work time spent by Union representatives at the request of the Employer on health and safety matters pursuant to the Collective Agreement will be considered as time worked and payment will be made by the Employer at the basic rate of pay.

.7 Communicable Diseases

(a) The Parties to this Agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) In respect of communicable diseases, the Permanent Joint Standing Committee will consider, review and make recommendations to the Employer on issues including:

(1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(2) post-exposure protocols;

(3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

(b) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(c) Where a communicable disease policy is established, the Union designated Safety Representative shall be consulted regarding the worksite specific application of the policy.

- (d) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

.2 Video Display Terminals

(a) Equipment and Work Environment

- (1) The Fort Alcohol and Drug Services Society agrees to maintain video display terminal equipment and the work environment in accordance with standards established by the Ministry of Labour.
- (2) New equipment shall be installed in accordance with ergonomic standards established by the Ministry of Labour.

(b) Options During Pregnancy

- (1) A pregnant employee shall have the option not to operate a video display terminal. Such employee may elect to take alternative work which shall be offered by the Fort Alcohol and Drug Services Society if available.
- (2) If alternative work is not available, the employee may elect to take an unpaid leave of absence.

.3 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

.8 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations.
- (b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

.9 Workplace Violence or Abuse

- (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 receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (b) The Union designated Safety Representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.
 - (c) Employees shall be informed concerning the potential for physical violence or verbal abuse of client, a person in care or custody, or another member of the public, subject to statutory limitation.
 - (d) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of basic pay.

.2 Training Program for Occupational Health and Safety Committee Members

The Employer and the Union will jointly develop a training program which shall, at a minimum, reflect the requirements and standards for a health and safety program recommended by the Workers' Compensation Board.

18 - PROMOTIONS AND STAFF CHANGES

.1 Job Posting

- (a) When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall post notice of the position in all worksites for a minimum of five (5) days so that all employees will know about the vacancy or new position.
- (b) A vacancy for the purpose of this article shall be deemed to be a position which the Employer is seeking to fill with a full-time or permanent part-time employee.
- (c) Where appropriate, outside advertising may run concurrently with the internal posting.

.2 Information

Postings shall contain the following information: job title; qualifications; required experience; required knowledge and education; skills, wage or salary rate or range and whether the employee is required to use his automobile in the performance of his duties. Such qualifications may not be established in an arbitrary or discriminatory manner. Subject to Section 8(4) of the Human Rights Act, all job postings shall state, "The position is open to male and female applicants."

.3 Selection Criteria

Qualifications, knowledge, education, skills, experience and previous performance, and any other factor deemed necessary for the position, will be used in determining the successful candidate. Where two (2) or more applicants are equal, the one with the greatest seniority will be the successful candidate.

.4 Probation for Newly Hired Employees

For the first nine hundred and thirteen (913) hours, an employee hired to a permanent position shall be a probationary employee. The test of dismissal shall be a test of suitability for continued employment in the position to which she has been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance. Probationary employees shall not accrue seniority until the completion of the probationary period. At the successful completion of the probationary period, seniority will be established retroactive to the date in which the probationary period commenced.

.5 Trial Period

Where the successful applicant for a job posting is from within the bargaining unit, she shall be placed on a trial period for three (3) months or four hundred and fifty-five (455) hours, whichever comes first. If the employee is found to be unsatisfactory in the new position, she shall be returned to her former position. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to her former position.

.6 Local Union Observer

The President of the Union or designate may sit as an observer on a selection committee for posted positions within the bargaining unit which the Employer has, at its discretion, decided to subject to the interview panel process.

.7 Notification to Employee and Union

- (a) Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.
- (b) Upon request, unsuccessful applicants from within the bargaining unit shall be advised of the reasons they were unsuccessful.

.8 Right to Grieve

Where an employee feels that she has been aggrieved by a decision of the Employer related to promotion or demotion, the employee may grieve the decision at Step 2 of the grievance procedure within seven (7) days of being notified of the results.

.9 Position Temporarily Vacant

The Employer agrees to make every reasonable effort to ensure that the workloads of regular employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave or any other reason.

19 - CAREER DEVELOPMENT**.1 Purpose**

Both Parties recognize that improved client services will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving skills and to assist them for foreseeable jobs.

.2 Types of Leave

(a) *Staff Development Leave*—In order to promote an opportunity for an exchange of knowledge and experience with colleagues, an employee may be granted leave to attend a conference or convention, seminar, workshop, symposium or similar out-of-service program related to the business of the Employer. Such leaves shall be considered for approval subject to the operational requirements of the Society.

(b) *Employer Directed Leave*—Employees may be directed by the Employer to attend conferences, conventions, seminars or workshops. Employees shall be deemed to be on duty without loss of pay and, as required, on travel status.

.3 Conditions for Leaves

(a) Employees wishing to proceed on staff development leave shall submit a request, in writing, to the Employer, indicating the leave required and the relevance of the particular event to the employee's job. The Employer will determine if the leave is appropriate and the terms of the leave. Each case will be handled on its own merits. However, such leave will not be withheld arbitrarily.

(b) The Employer may reimburse an employee proceeding on staff development leave all or part of her expenses. Leaves pursuant to Article 21.2 may be without loss of pay, or without pay.

(c) In all cases of employee-requested leave, their staff development activity will be followed by the submission of a summary to the Employer for presentation or distribution to other employees.

(d) If disputes occur regarding approval for or terms of the leave, they will be referred to the Joint Standing Committee for review and resolution.

(e) Disagreements not resolved by the Joint Standing Committee may be referred to the grievance process.

20 - PAYMENT OF WAGES AND ALLOWANCES

.1 Paydays

(a) Employees shall be paid biweekly every second Friday.

(b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than the day at the end of the second biweekly pay period after the pay period in which the premium was earned.

(c) If the paycheque is not available on the pay day, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her salary.

.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix G to this Agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) The Employer shall not discriminate between the male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for the same work.

.3 Substitution Pay

When an employee, at the request of her immediate supervisor, substitutes in a higher paying position she shall receive the rate for the job.

.4 Rate of Pay on Reclassification and Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position.

.5 Pay on Temporary Assignment

Except in the case of displacement from layoff or a demotion, an employee temporarily assigned by the Employer to a position with a rate of pay lower than her regular rate of pay shall maintain her regular rate of pay.

.6 Vehicle Allowance

Vehicle allowances for all distances travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties, which rates shall be set as follows:

- Effective August 1, 1994 - thirty-five cents (35¢) per kilometre
- Effective August 1, 1995 - thirty-six cents (36¢) per kilometre.

.7 Travel Advance

Upon request, full-time and part-time employees who are required to proceed on travel status shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away and frequency of reimbursements.

.8 Travel Status

When an employee works away from the normal worksite on contracts or programs of a special nature and duration to deliver services or for training purposes as required by the Employer, appropriate arrangements shall be made in advance to compensate the employee for meal costs, lodging, and other reasonable travel expenses.

.9 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be reimbursed upon production of receipts for one (1) five minute telephone call home to or within British Columbia for each night away.

.10 Child Care Expenses

- (a) Where an employee is required by the Employer to attend:
- (1) Employer endorsed education, training and career development activities, or
 - (2) Employer sponsored activities which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses,. the employee shall be reimbursed for the additional child care expense up to fifty dollars (\$50) per day upon production of a receipt.
- (b) Reimbursement in (a) shall only apply where no one else at the employee's home can provide the child care.
- (c) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

.2 Lodging Allowance

Employees on travel status who stay in non-commercial lodging shall be entitled to claim up to thirty dollars (\$30) per day to reimburse for out-of-pocket expenses except where the lodging is supplied by the Employer. An employee submitting a lodging allowance claim shall not be entitled to reimbursement for commercial lodging costs for the same period.

21 - HEALTH AND WELFARE BENEFITS

For the life of this agreement, the Parties have agreed to provision of health and welfare benefits as outlined in Appendix B of this Collective Agreement.

22 - GENERAL CONDITIONS

.1 Damage to Personal Property

Where an employee's personal property, excluding private automobiles, utilized in the performance of his/her duties is damaged by a client, patient, or resident while the employee is carrying out his/her duties and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement in kind.

.2 Indemnity

Except where the Employer determines that there has been wilful negligence on the part of the employee,

(a) the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer, and/or

(b) the Employer agrees to pay any judgement against an employee arising out of the proper performance of her duties.

.3 Political Activity

There are no restrictions on employees engaging in political activities on their own time.

.4 Classification Descriptions

The Employer will provide the Union with a copy of job descriptions for all positions covered by this Agreement. Such job descriptions will not be part of this Agreement.

.5 Reclassification

Where an employee believes that she is improperly classified with respect to her position, she shall discuss the matter with her immediate supervisor and, on request, be supplied with a written statement of her duties. In the event of a dispute concerning the classification, the employee shall have the right to grieve her position.

.6 New Classifications

When a new or substantially altered classification is introduced, the rate of pay shall be negotiated by the Employer and the Union. If the Parties are unable to agree on the rate of pay, the matter shall be referred to arbitration under Article 8 of this Agreement.

.7 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a licensed physician, or a substance defined by the Narcotics Control Act, shall be legally qualified to do so, at the Employer's expense, if necessary.

.8 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

.9 Technological Change

- (a) Technological change means the introduction by the Employer of new equipment and/or materials that substantively alter the nature and methods of the work to be performed by an employee.
- (b) In the event the Employer proposes technological change for Fort Alcohol & Drug Services, the Union and affected employees shall be given reasonable advance notice to permit consultation before a final determination is made.
- (c) Where technological change may require additional knowledge and skill on the part of the regular employees, such employees shall be given the opportunity to study, practice, and train to acquire the knowledge and skill necessary to qualify for the new position within a reasonable training period. The Employer agrees that an employee undergoing such training shall suffer no loss of basic pay during the scheduled training period.

.10 Contracting Out

The Employer agrees not to contract out any incumbent bargaining unit positions or new positions subject to posting pursuant to Article 20.1.

.11 Staff Exchanges/Loans

Where a proposal is made for staff exchange with or loan to another Employer, all terms of the exchange or loan shall be discussed and mutually agreed with the employee in advance and shall be in accordance with this Collective Agreement.

.12 Employment Equity

- (a) The Fort Alcohol and Drug Society is committed to providing a work environment free of any form of adverse discrimination.
- (b) The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

23 - TERM OF AGREEMENT**.1 Duration**

This Agreement shall be binding and remain in effect from April 29, 1994 to March 31, 1998.

.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after January 29, 1998, but in any event, not later than midnight, March 29, 1998.
- (b) Where no notice is given by either Party prior to March 29, 1998, both Parties shall be deemed to have given notice under this Clause on March 29, 1998, and thereupon Article 25.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Executive Director.

.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 25.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

.4 Changes in Agreement

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

.5 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the Parties. The Union shall distribute the Collective Agreement to its members, and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

.6 Effective Date of Agreement

The provisions of the Agreement shall come into full force and effect on the date of signing.

.7 Agreement to Continue in Force

Both Parties shall adhere fully to this Agreement during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF THE B.C.
GOVERNMENT EMPLOYEES' UNION:**

**SIGNED ON BEHALF OF FORT
ALCOHOL & DRUG SERVICES SOCIETY:**

John T. Shields, President

Manu Madhok, Board Member

Pauline Funk, Bargaining Committee

Baird Blackstone, HEABC Representative

Judy Carnell, Bargaining Committee

Betty Liddle, Staff Representative

Dated this _____ day of _____, 1996.

APPENDIX A (a) - Re: CRIMINAL RECORD SEARCH

Date: _____

The Criminal Record Search of _____ was reviewed in confidence by the Executive Director on the above-mentioned date and has subsequently been returned to the applicant.

Date: _____

APPENDIX A (b) - CONSENT FOR CRIMINAL RECORD SEARCH

 Police Agency: _____ File: _____

Full Name of Applicant: _____
 Surname Birth Surname Given Names

Birthdate: _____ Birthplace: _____
 YY MM DD

Address: _____ Phone: _____
 _____ Postal Code: _____

WHEREAS I have applied for a sensitive position of trust as an employee, service supplier, or volunteer involving the safety and well-being of Fort Alcohol & Drug Services Society clients; and

WHEREAS Fort Alcohol & Drug Services Society is required by the Province of British Columbia, pursuant to funding restrictions to have all employees, service providers, or volunteers disclose whether or not they have any convictions for a criminal or summary conviction charge under any Federal or Provincial Enactment; and

WHEREAS I understand that disclosure of a criminal record may not necessarily preclude me from the employment, servicing, or volunteer functions that I have applied for given the Human Rights Act; and

WHEREAS I understand that, if Fort Alcohol & Drug Services Society should determine any conviction disclosed might preclude me from the employment, servicing, or volunteer function that I have applied for, I will be given an opportunity to see and discuss that criminal record;

I, therefore, authorize the _____ (Police Agency) on my behalf to inquire into and determine whether or not I have a criminal record and also make to the Fort Alcohol & Drug Services Society a full and complete disclosure of any criminal record they may find.

To this end I herewith affix my signature. _____ Date: _____
 YY MM DD

 Witness Signature

AUTHORIZATION FOR FINGERPRINTING

If there is a requirement to verify that I do or do not have a criminal record, the policy will require my fingerprints. Should they be required, I therefore, agree to voluntarily submit my fingerprints. I understand that my fingerprints will be returned to my after this check has been completed.

 Date: _____
 YY MM DD

 Witness Signature

APPENDIX B - HEALTH/RRSP BENEFIT PACKAGE**HEALTH & WELFARE / RRSP BENEFIT PACKAGE**

The Parties agree that the Employer will continue its current practice of enrolling each permanent, post-probationary employee in a comprehensive health and welfare/RRSP benefits package plan as follows, to be included in the Collective Agreement as "Appendix B".

Permanent employees who have successfully passed their probationary period and who work a minimum of fifteen (15) hours per week in their posted position shall be entitled to receive the current Fort Alcohol & Drug RRSP/extended health benefits package, whose value is calculated to be 8.3% of earnings payable monthly. Current practices in implementation of the package shall continue for the duration of the Agreement.

Note: In addition, the Parties shall retain on file the following **Letter of Intent** for the duration of the Collective Agreement:

"In the event the application of the RRSP/extended health benefits package to the Office position results in a monthly deficit incurred by that position, Fort Alcohol & Drug Society agrees, for the life of the Collective Agreement, to offset the deficit to a maximum value of \$200 in 1994/95; \$220 in 1995/96; \$240 in 1996/97; and \$260 in 1997/98. It is understood that if the application of the package does not incur said deficit, the dollar values indicated will not be extended to any employee who works in that position."

APPENDIX C - LIST OF ARBITRATORS

List of Single Arbitrators:

Stephen Kelleher
Donald Munroe
Joan McEwen
Judi Korbin

APPENDIX D- DISCRETIONARY LEAVE

DISCRETIONARY LEAVE DAYS FOR PROGRAM DIRECTORS

In recognition of historical practices at Fort Alcohol and Drug Society, the Employer extends to its Program Director employees a benefit entitlement provision henceforth known as 'discretionary leave days'.

These days are granted specifically in recognition of the additional workload occasioned by the director's staff and program management responsibilities and the additional flexibility required to organize and execute the varied counselling and administrative demands of the position.

Upon successful completion of probation as Program Director, discretionary leave days shall be earned at the rate of .83 days per month of service. Maximum accumulation of discretionary leave days shall be ten (10) per annum, non-cumulative, with no rollover past December 31 of any year, and there shall be no cash value or pay-out of any such day(s) that have not been used by the affected employee(s).

Scheduling of such day(s) shall be at the employee's discretion on an "as required" basis, subject to operational requirements and client care needs, but shall not be taken more than one (1) day at a time, and shall not be added to vacation time or, normally, to statutory holiday weekends.

APPENDIX E - WAGE SCHEDULE

Position	Effective April 29, 1994	Effective April 1, 1995	Effective April 1, 1996	Effective April 1, 1997
Program Director	\$19.56	\$19.80	\$20.03	\$20.27
Prevention Worker	\$18.18	\$18.39	\$18.61	\$18.84
Office Assistant	\$12.42	\$13.10	\$13.82	\$14.58
Office Manager	\$14.47	\$15.27	\$15.80	\$15.99

**SIGNED ON BEHALF OF THE B.C.
GOVERNMENT EMPLOYEES' UNION:**

**SIGNED ON BEHALF OF FORT
ALCOHOL & DRUG SERVICES SOCIETY:**

John T. Shields, President

Manu Madhok, Board Member

Pauline Funk, Bargaining Committee

Baird Blackstone, HEABC Representative

Judy Carnell, Bargaining Committee

Betty Liddle, Staff Representative

Dated this _____ day of _____, 1997.