

COLLECTIVE AGREEMENT

between the

**VICTORIA CHILD SEXUAL ABUSE SOCIETY
(VCSAS)**

and the

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

Effective from October 18, 1994 to March 31, 1998

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- PREAMBLE

.1 Purpose of Agreement

- (a) The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of the services provided by the Society. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

.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.

.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 regulation.

.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 context so require unless otherwise specifically stated.

.5 Harassment and Discrimination Under the Human Rights Act

- (a) The Parties hereto subscribe to the principles of the Human Rights Act.
- (b) Discrimination and harassment relates to any of the prohibited grounds contained in the BC Human Rights Act. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination or harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, and criminal or summary offense unrelated to their employment.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

(c) Sexual Harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(d) In case of either harassment or discrimination as defined in (b) and (c) above, the following shall apply:

- (1) An employee who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through either the Union or the Executive Director. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (2) An alleged offender shall be given notice of the substance of such a complaint under the clause and shall be entitled to attend, participate in, and be represented at any hearing under this clause.
- (3) The employer shall investigate the complaint and respond in writing to the complainant and the Union within fifteen (15) days of the receipt of the complaint. The employer shall take action as necessary to resolve the issue.
- (4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature the Employer may take appropriate action. Such action shall only be for just cause and maybe grieved pursuant to Article 7.

(e) If the matter is not satisfactorily resolved in (d) above, the grievance and arbitration procedure of the Collective Agreement may be used by any party to the matter.

- UNION RECOGNITION & RIGHTS

.1 Bargaining Unit Defined

The bargaining unit shall consist of all employees of the Victoria Child Sexual Abuse Society (VCSAS) with the exception of the Executive Director and the Clinical Supervisor.

New positions created by the Employer shall be included in the bargaining unit unless specifically excluded by mutual agreement of the Parties or by the Labour Relations Code.

.2 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.

.3 Correspondence

The Employer agrees that all correspondence between the Employer or their designate and the Union related to matters covered in 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 of any clause in this Agreement shall be forwarded to the President of the Union or designate.

.4 No Other Agreement

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.

.5 No Discrimination for Union Activity

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

.6 Recognition & Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward, shall obtain the permission of her/his immediate supervisor before leaving her/his work to perform her/his duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming her/his normal duties the steward shall notify her/his supervisor.

The duties of the steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) attending meetings at the request of the Employer.

.2 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

.7 Time Off for Union Business

(a) Leave of absence without pay and without loss of seniority shall be granted with reasonable written notice:

(1) to elected or appointed representatives 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 Labour Relations Board.

(b) Leave of absence with basic pay and without loss of seniority will be granted to employees who are representatives of the Union on a bargaining committee to attend meetings of the committee and to carry on negotiations with the Employer.

(c) 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 prior to the commencement of leave under this clause.

(d) The Employer shall grant on request leave of absence without pay:

(1) for employees selected for a full time position with the Union for a period of one (1) year;

(2) 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;

(3) for an employee elected to any body to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

.8 Right to Refuse to Cross Picket Lines

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 of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. 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.

.9 Union Insignia

A Union member shall have the right to wear the recognized insignia of the Union. The Union agrees to furnish to the Employer Union shop cards to be displayed at all work locations. Such cards will remain the property of the Union and shall be surrendered upon demand.

- UNION SECURITY

- (a) All employees in the bargaining unit who on October 18, 1994, were members of the Union or thereafter became members of the Union, shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after October 18, 1994, shall, as a condition of continued employment, become members of the Union and maintain such membership, within thirty (30) days of employment.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to October 18, 1994 to become a member of the Union.

ARTICLE 2

- CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a 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.
- (b) The Employer shall deduct from the monthly wages or salary of an 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.
- (c) Deductions shall be made for each monthly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) 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, gross pay, together with the amounts deducted from each employee, and Social Insurance Number.
- (e) 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 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.
- (f) 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.

(g) 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 on their T-4 statements.

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

ARTICLE 3 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be provided with the name, location and work telephone number of the steward and an authorization form for Union Dues Check-off.

(b) The steward will be given an 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.

(c) The Union will be provided with a copy of the completed and signed authorization form for Dues Check-off for all new employees.

ARTICLE 4 - 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 supervisory or other personnel with whom the Union may be required to transact business.

.1 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to two (2) members of the Union, together with the President of the Union or his designate, subject to the provisions of Clause 2.8 hereof. 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.

.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. 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 attempt to make available to Union representatives or stewards, temporary use of an office or similar facility if available. Discussions will not be carried on in the presence of clients.

(b) The Employer agrees that access to its premises will be extended to persons designated by the President of the Union upon reasonable notice to the Employer of this intention and purpose for entering the premises and such access shall not interfere with the operations of the Employer.

(c) Subject to operational requirements and upon written request, the Employer shall allow time at the end of staff meetings held by the Employer for a Staff Representative from the Union or Bargaining Committee member to speak to staff. Such staff time shall be without pay.

.2 Labour Management Meetings

There shall be a joint labour management committee composed of two union representatives and two management representatives. The committee shall meet monthly at a mutually agreeable time and place. The chair of the committee shall alternate between management and the union. Responsibilities of the committee is to make recommendations to the union and employer on the following:

- (a) Reviewing matters other than grievances relating to the maintenance of good relations between the Parties; and
- (b) Correcting conditions causing misunderstandings.

Employees attending joint committee meetings shall suffer no loss of wages or benefits.

.3 Technical Information

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

.4 Employer's Rights

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

- GRIEVANCES

.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the grievance procedure in this Agreement.

.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have her/his 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. Where the aggrieved employee is a steward she/he shall not where possible act as a steward in respect of her/his own grievance but shall submit the grievance through another steward or union staff representative.

.3 Time Limits to Present Initial Grievance

An employee who wishes to file a grievance at Step 2 of the grievance procedure in the manner prescribed in Article 7.4, must do so no later than twenty-one (21) days after the date:

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

.2 Step 2

- (a) Subject to the time limits in Article 7.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting the grievance to the Executive Director through the Union Steward.
- (b) The Executive Director shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented.

.3 Time Limits to Reply at Step 2

- (a) Within seven (7) calendar days of receiving the grievance at Step 2, the Executive Director and a designated Union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Executive Director shall reply in writing to an employee's grievance within fourteen (14) calendar days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

.4 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 8, the President or her/his designate may inform the Employer of the Union's intention to submit the dispute to arbitration within:

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

.2 Failure to Act

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

.4 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 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 registered mail.

.5 Dismissal or Suspension Grievance

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance at Step 2 within twenty-one (21) days of the employee receiving notice of dismissal or suspension.

.6 Deviation from Grievance Procedure

(a) The Employer agrees that, after a grievance has been presented at Step 2 by the Union, the Employer's representative will not enter into discussion or negotiations 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.

.2 Policy Grievance

Where either Party disputes the general application, interpretation or alleged violation of an Article of this Agreement, the dispute shall be discussed by the Executive Director and Staff Representative of the Union at Step 2 of the Grievance Procedure.

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 8.

A policy grievance may arise from a Victoria Child Sexual Abuse Society policy respecting the interpretation, application or operation of this Agreement that affects employees covered by the Agreement.

.7 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 arbitration board 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.

.8 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 questions as to whether a matter is arbitrable, during the term of the Collective Agreement, an Arbitrator 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.

The Parties agree that this procedure will not be invoked until the grievance procedure has been completed, but prior to filing at arbitration.

- **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 Single Arbitrator

When a Party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the single arbitrators listed in Appendix 2 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.

.3 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the Parties. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

.4 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 she/he shall make every effort to do within seven (7) days of receipt of such application.

.5 Expenses of Arbitrator

Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

.6 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 Expedited Arbitration

(a) The Parties shall meet every two (2) months to review any outstanding grievance(s) filed in order to determine by mutual agreement those grievance(s) suitable for this process, and shall set a date not more than two (2) months in advance to hear the grievance or grievances considered suitable for expedited arbitration.

(b) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances.

(c) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. Only reasons that the arbitrator deems appropriate to convey a decision will be written.

(d) Expedited 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 prior to hearing shall be without prejudice.

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

(g) No later than four (4) weeks prior to a scheduled expedited hearing, counsel for the Parties shall meet in an attempt to resolve the matter.

(h) Following the meeting in (h) above and one (1) week prior to the hearing, if there is no resolution the Parties will 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.

(i) The Parties shall make every reasonable attempt to minimize the use of witnesses in the expedited arbitration process.

ARTICLE 2 - DISMISSAL, SUSPENSION AND DISCIPLINE

.1 Burden of Proof

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

.8 Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension.

.9 Dismissal and Suspension Grievance

All dismissals and suspensions can be subject to formal grievance procedure under Article 7. A copy of the written notice of dismissals or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken. Dismissals and suspensions may be filed directly at arbitration, and the parties may meet in accordance with the provisions of Article 7.5(a).

.10 Right to Have Steward Present

(a) An employee shall have the right to have her/his steward present at any discussion with supervisory personnel that forms in whole, or in part, the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, 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/his steward, providing that this does not result in undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

.2 Disciplinary Documents

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluations. An employee shall be given a copy of any document placed on the employee's file. Should an employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record. Upon the employee's request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

.11 Employee 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 the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. 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 of this Agreement.

.12 Personnel File

(a) An employee, or the President of the Union (or designate) with the written authority of the employee, shall be entitled to review the employee's personnel file in the office in which the file is

normally kept in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file.

(b) With reasonable notice given to the Employer, an employee shall be permitted to review her/his personnel file in the office in which the file is normally kept.

.2 Rejection on Probation

The Employer may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period is nine hundred and fourteen (914) hours actually worked. A rejection on probation may be grieved under Article 7.

- SENIORITY

.1 Seniority Defined

(a) "Service seniority" means an employee's length of service with the Employer. Employees shall be credited with service seniority for continuous service with the Employer prior to signing this Agreement. Seniority for all employees shall be prorated and calculated on the basis of one (1) year's service seniority for every eighteen hundred and twenty-seven (1827) hours completed.

(b) Seniority will not accrue for unpaid leave of absence in excess of three (3) months.

(c) Seniority will accrue for all paid leaves, union leaves, maternity leave, sick leave up to seven (7) consecutive months, designated paid holidays, vacation entitlement taken, absence due to an approved WCB claim, and straight time hours worked.

.2 Seniority List

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

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

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

.2 Loss of Seniority

- (a) An employee shall lose her/his seniority only in the event that:
 - (1) she/he is discharged for just cause;
 - (2) she/he voluntarily terminates her/his employment;
 - (3) she/he is on layoff for more than one (1) year;

(4) upon being notified by the Employer by registered mail at her/his last known address that she/he is recalled from layoff, she/he fails to contact the Employer within five (5) days and fails to return to work within seven (7) days;

(5) she/he is permanently promoted to an excluded position and has successfully completed the probationary period;

(b) An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for her/his absence, will be presumed to have abandoned her/his 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.

.2 Re-employment

An employee who resigns her/his position and within thirty (30) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

- DEFINITION OF EMPLOYEES

.1 Regular Full-Time Employees

(a) A regular full-time employee is one who is regularly scheduled to work thirty-five (35) hours per week on an ongoing basis.

(b) Regular full-time employees are entitled to all benefits outlined in this Collective Agreement.

.2 Regular Part-Time Employees

(a) A regular part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week on an ongoing basis.

(b) Regular part-time employees are entitled to all benefits outlined in this agreement on a pro-rated basis; except those benefits outlined in Article 25 Health and Welfare Benefits, these shall not be pro-rated.

.3 Casual Employees

(a) A casual employee is one who is employed for relief purposes and temporary workload situations where no regular employee is available.

(b) Casual employees are entitled to all benefits outlined in this agreement except: Articles 12, 13.3, 14.1(b), 15.5., 16, 17, 18.1, 18.2, 18.3, 18.4, 18.5, 19, 23, and 25, and Memorandum of Understanding #2 Paid Days Off.

(c) Casual employees shall receive six percent (6%) of her/his regular rate of pay in lieu of benefits not provided for in (b) above.

- (d) Casual employees may be scheduled to work in accordance with Clause 13.3 subsections (1), (2), (3) and (4). In any event the workday will be at least four (4) hours and not greater than nine (9) hours. The length of the work week will not exceed forty-five (45) hours.
- (e) A casual employee shall be offered hours of work in order of seniority if she/he is available, willing and qualified to perform the work. In exceptional circumstances, when required due to bona fide clinical needs, hours of work may not be offered according to this criteria. The Employer will make every reasonable effort to contact the most senior employee.
- (f) Maternity leave for casual employees will be in accordance with the *Employment Standards Act*.

ARTICLE 2

- LAYOFF AND RECALL

.1 Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in the reverse order of seniority pursuant to the following:

- (a) the classification in which the layoff will take place will be identified;
- (b) the date the layoff will commence will be identified;
- (c) the individual with the least service seniority will be designated for layoff from the classification; subject to the availability and willingness of a senior qualified employee(s) performing the current work of the junior employee designated for layoff. If no senior employee can perform the work of the most junior employee in the classification, the next employee on the seniority list will be designated, and so on. Employees remaining in the classification will be reassigned as required.
- (d) In exceptional circumstances, when required due to bona fide clinical needs, layoff may not be by the criteria outlined in (c) above.

.2 Recall

- (a) An employee shall be recalled to work in order of service seniority if she/he is available, willing, and qualified to perform the work.
- (b) An employee may apply to restrict her/his availability to a maximum number of hours per week. Any such requests must be in writing and require Employer approval.
- (c) If an employee declines recall or is unavailable, she/he will only be recalled when a position becomes available in order of seniority. No bumping will be permitted.
- (d) The Employer will make every reasonable effort to contact the most senior employee entitled to recall.
- (e) In exceptional circumstances, when required due to bona fide clinical needs, recall may not be by the criteria outlined in (a) above.

.3 Advance Notice

The Employer shall notify employees who are to be laid off a minimum of thirty (30) calendar days prior to the effective day of the layoff. If the employee has not had the opportunity to work her/his scheduled shifts after notice of layoff, she/he shall be paid in lieu of work for those shifts during which work was not made available.

.2 Additional Hours of Work

- (a) Unless the Employer determines that the staff complement needs to be revised, an employee shall be offered additional hours of work in order of seniority if she/he is available, willing and qualified to perform the work.
- (b) If an employee declines additional hours of work, she/he will only be offered additional hours of work when additional hours of work become available. No bumping will be permitted.
- (c) The Employer will make every reasonable effort to contact the most senior employee for additional hours of work pursuant to (a) above.
- (d) In exceptional circumstances, when required due to bona fide clinical needs, additional hours of work may not be offered according to the criteria in (a).

ARTICLE 2

- HOURS OF WORK

.1 Definition

For the purpose of this Article, "*day*" means a twenty-four (24) hour period commencing at 00:01 hours, and "*week*" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 23:59 hours Saturday.

.3 Annual Hours of Work

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. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

.4 Work Schedules

Employee work schedules will be determined by mutual agreement between the Executive Director and the Union Steward. Bona fide operational needs, employee preference, and overall fairness will determine schedules within the following parameters:

- (1) a four (4) week averaging period of one hundred and forty (140) hours;
- (2) the work day will be a minimum of four (4) hours to a maximum of nine (9) hours;
- (3) there will be at least two (2) days of rest per week;
- (4) split shifts are permitted;
- (5) work schedules shall be posted at least ten (10) calendar days in advance and will be for a minimum period of four (4) weeks. Should the Employer change the work schedule without the employee's consent and not give five (5) days notice of the change, then the employees shall

receive overtime rates for all hours worked on the first shift of the new schedule. Subsequent shifts of the new schedules shall not receive this premium.

.2 Rest Periods

Employees shall receive a fifteen (15) minute rest period within each four (4) hours, or major portion, of any shift. However, an employee working six (6) hours or less shall be entitled to only one (1) break.

.5 Meal Breaks

Unpaid meal breaks will be one-half ($\frac{1}{2}$) hour or one (1) hour as mutually agreed upon by the Employer and each employee.

.6 Short Changeover

If shifts are scheduled so that there are not twelve (12) hours from the end of an employee's shift to the start of her/his next shift, overtime rates shall apply to hours worked on the succeeding shift within the twelve (12) hour period. This provision does not apply to employees who have had their hours of work scheduled pursuant to Clause 13.3, unless the employer has changed the work schedule.

.7 Exchange of Shifts

Employees may exchange shifts with the written approval of the Executive Director, provided that sufficient advance notice is given and that there is no increase in cost to the Employer.

- OVERTIME

.1 Overtime Compensation

(a) Overtime worked, that has been authorized in advance by the employer, shall be compensated at the following rates:

- (1) Time and one-half ($1\frac{1}{2}x$) for the first three (3) hours of overtime exceeding the maximum length of the scheduled work day, and
- (2) Double time for all hours worked in excess of (a) above; and
- (3) Time and one-half ($1\frac{1}{2}x$) for all hours worked on a day of rest.

(b) An employee shall receive compensatory time off in lieu of being paid for overtime worked. Time off shall be scheduled at a mutually agreeable time. The employer agrees not to unreasonably withhold approval for an employee to take time off pursuant to this Article.

(c) Accumulated compensatory time off shall be taken by September 30th and March 31st of each year. Employees who quit or have been terminated shall receive cash for overtime worked.

(d) Employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

.2 Overtime Entitlement

Overtime entitlement shall be calculated in fifteen (15) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes.

.2 Recording of Overtime

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

.3 Sharing of Overtime

Overtime work shall be allocated on a fair and equitable basis to employees doing ad hoc educational presentations.

.4 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

.5 Call Out Provisions

(a) An employee who is called back to work on overtime shall be compensated for a minimum of three (3) hours at the applicable overtime rates.

(b) An employee called at home for clinical purposes included in their job description, will receive a minimum of one (1) hour overtime pay at the appropriate rate. Calls must be authorized in advance by the employer.

.2 Overtime for Part-Time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her/his regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than her/his regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked up to and including the normal work days in the work week of a full-time employee.

(c) Overtime rates shall apply to part-time employees if required to work hours in excess of (a) or (b) above.

.3 Rest Interval

An employee required to work overtime beyond her/his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of her/his next regular shift.

- PAID HOLIDAYS

.1 Paid Holidays

The Employer recognizes the following as paid holidays:

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. The Employer agrees to accommodate individual employee requests to observe other religious holidays. In any event the overall number of paid holidays will not exceed those listed herein. A paid holiday is considered seven (7) hours, except for employees covered by Clause 15.2(b).

.2 Entitlement

(a) Employees shall be compensated for the paid holiday if they have:

- (1) worked the scheduled day before and the scheduled day after a paid holiday; or
- (2) earned wages on at least fifteen (15) of the previous thirty (30) days immediately preceding the paid holiday; or
- (3) worked at least one hundred five (105) hours at the straight time rate in the previous thirty (30) days.

(b) An employee whom works less than full-time and is qualified under (a) to receive compensation for the paid holiday but does not work on the paid holiday, shall receive compensation for the day based on the following formula:

straight time hours worked in the previous thirty (30) calendar days divided by the straight time hours of work of a full-time employee for the same thirty (30) calendar day period multiplied by the hourly rate multiplied by seven (7).

(a) Employees who work on the designated holiday, but do not meet the conditions of (a) above shall receive straight time for hours worked on the holiday.

.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 Working Day

An employee who works on a designated holiday which is a scheduled work day shall be paid time and one-half (1½x) for hours worked, plus receive another day in lieu at the straight time rate.

.4 Holiday Coinciding with a Day of Vacation

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

- ANNUAL VACATION

.1 Annual Vacation Entitlement

"Vacation Year" - for the purposes of this Article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"First Vacation Year" - the first vacation year is the calendar year in which the employee's first anniversary of continuous service falls. Successive vacation years will be calculated in the same manner.

"Vacation Pay" - is based on 1827 annual hours and the employee's basic rate of pay

Regular employees will have an annual paid vacation entitlement as follows:

Vacation Years	Vacation Days
0 to 3 years	15 work days
4 to 6 years	20 work days
7 years	25 work days

All employees will receive the applicable paid vacation days, and employees working less than full-time will have their vacation pay calculated on a pro-rated basis.

Where an employee has received more vacation pay than earned, the unearned portion shall be charged against future earned credits or recovered upon termination, whichever occurs first.

.2 Vacation Schedules

- (a) Vacation shall be granted on the basis of service seniority subject only to bona fide operational requirements.
- (b) An employee shall be entitled to receive her/his 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.
- (c) Vacation schedules, once approved by the Employer, shall not be changed other than in the case of emergency, except by mutual agreement between employee and Employer.

.2 Approved Leave of Absence with Pay During Vacations

When an employee is qualified to receive sick leave with pay prior to her/his vacation period, or bereavement leave during her/his 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 with seven (7) days of returning to work.

.3 Call Back on Vacation

Except in cases of emergency, employees who have commenced their annual vacation shall not be called back to work, unless they agree. In cases of emergency, the employer will pay all costs incurred for an employee to return to work.

.4 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable upon termination due to death, to the employee's beneficiary or where there is no beneficiary, to the employee's estate.

- SICK LEAVE

.1 Sick Leave Entitlement

- (a) Sick leave credits with pay shall accumulate on the basis of ten and one-half (10½) hours for every one hundred and fifty-two (152) straight time hours worked, to a maximum accumulation of thirty (30) days, or two hundred and ten (210) hours.

During the probationary period an employee is not entitled to sick leave credits. Upon completion of the probationary period an employee will be credited with sick leave credits based on the number of hours worked during the probationary period.

- (a) Sick leave pay shall be computed on the basis of scheduled hours lost due to illness.

.2 Employee to Inform Employer

The employee shall advise the Employer as soon as possible of her/his 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 regarding the use of the sick leave plan. Such requests will be made through the employee to her/his own physician.

.2 Family Illness

In the case of illness of a member of the immediate family of an employee, where no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, upon notifying the supervisor, to use sick leave entitlement.

Immediate family is defined as spouse, child, step-child, foster child, brother, sister, parents, father-in-law, mother-in-law, grandparents, grandchildren, legal guardian, sister-in-law, and brother-in-law.

.3 Sick Leave Records

Upon request, an employee shall be advised of the balance of her/his sick leave credits.

- SPECIAL LEAVE

.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her/his regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, up to one (1) day for immediate return travelling time. Such leave shall not normally exceed five (5) working days and shall be for purposes of arranging and/or attending the funeral.

Immediate family is defined as an employee's parent, wife, husband, common law spouse, child, grandchild, 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. It is understood that father or mother includes step parents. It is understood that a spouse may be of the same gender.

.2 Public Duties

Employees shall be granted unpaid leave of absence to enable them to seek elected public office and if elected, to serve their term of office. For public office other than full time, employees will be granted the necessary unpaid leave to attend to the duties of the office.

.3 Jury Duty and Leave for Court Appearances

Employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of her/his regular earnings while serving at a court shall remit to the Employer all monies paid to her/him by the court except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

.4 Medical and Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside regular scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to sick leave entitlements.

.5 General Leave

An employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing at least thirty (30) calendar days in advance, except for emergency situations. The Employer will indicate to the employee, in writing, within fourteen (14) days, the acceptance or refusal of such a request. Permission for such leave(s) shall not be unreasonably withheld, subject to operational requirements.

.6 Return to Work

An employee who is absent from employment for over thirty (30) calendar days shall, upon return to work, be assigned hours within her/his position, equal to the number she/he had prior to proceeding on leave;

subject to the employee providing the Employer with thirty (30) calendar days' notice of return to work, where possible.

Where thirty (30) calendar days' notice is not possible, the employee may not receive hours equal to the number she/he had prior to proceeding on leave until thirty (30) calendar days after notice was given. Notwithstanding the foregoing, the employer will make every reasonable effort to assign the employee the equal number of work hours.

- MATERNITY, PARENTAL, AND ADOPTION LEAVE

.1 Maternity Leave

- (a) Upon request, a pregnant employee will be granted leave of absence without pay for a period of not more than eighteen (18) weeks. Maternity leave may be extended for up to an additional twenty-four (24) weeks for health reasons related to the birth or termination of the pregnancy where a medical practitioner's certificate is presented.
- (b) The period of maternity leave shall commence not sooner than six (6) weeks before the expected date of delivery.
- (c) The Employer shall, upon the request of the employee defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner provided the employee is capable of performing her duties.
- (d) On return from maternity leave, an employee shall be placed in her former position.
- (e) The Employer will maintain coverage for medical, extended health, dental and group life while an employee is on maternity leave and will pay the Employer's portion of premium costs, if the employee pays her applicable portion(s). If the employee does not return to work, the employee will reimburse monies paid by the Employer under this section.
- (f) An employee may be required to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties and such duties are actually performed.
- (g) Whenever possible, employees shall give thirty (30) days notice prior to the commencement of their maternity leave.

.2 Parental Leave

- (a) The mother or father of a newborn child is eligible for up to twelve (12) consecutive weeks of parental leave.
- (b) Parental leave shall be without pay.
- (c) The Employer will maintain coverage for medical, extended health, dental and group life while an employee is on parental leave and will pay the Employer's portion of premium costs, if the employee pays her/his applicable portion(s). If the employee does not return to work, the employee will reimburse monies paid under this section.

- (d) Leave may be taken at the same time or at different times. Mother - parental leave must begin when maternity leave expires, unless the Employer agrees to another time frame. Father - leave must be taken within fifty-two (52) weeks of the child's date of birth.
- (e) On return from parental leave, an employee shall be placed in her/his former position provided such position still exists.
- (f) Whenever possible, employees shall give thirty (30) days' notice prior to the commencement of their parental leave.
- (g) If the newborn child suffers from a physical, psychological or emotional condition and will be at least six months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

.3 Adoption Leave

- (a) Adoption leave is available, consistent with Clause 19.2 Parental Leave, above.
- (b) Adoption leave must be taken within fifty-two (52) weeks of the date the child comes into the employee's actual custody.
- (c) If the adopted child suffers from a physical, psychological or emotional condition and will be at least six months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of adoption leave of up to five weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of adoption leave is required.

.4 Entitlements Upon Return to Work

- (a) When an employee is absent on maternity, parental or adoption leave, the employee shall accrue seniority and the Health and Welfare provisions of Article 25 will continue to apply, if the employee pays her/his applicable portion.
- (b) Vacation year increments shall continue to accrue while an employee is on leave pursuant to this Article.

.5 Notification of Return to Work

The employee shall be deemed to have resigned on the date upon which her/his leave commenced if notification of return to work is not given one (1) month prior to the expiration of the leave or if she/he does not return to work after having given such notice.

.2 Sick Leave Credits

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons, preceding the period stated by the Unemployment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Unemployment Insurance Act or any wage loss replacement plan.

- HEALTH AND SAFETY

.1 Conditions

The Employer agrees to fully comply with regulations made pursuant to the Workers' Compensation 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 Workers' Compensation Board requirements.

.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.

It will be the Employer's responsibility to ensure that all working areas are maintained in a safe and clean condition.

.3 Pollution Control

The Employer agrees to make all reasonable efforts to maintain a pollution-free environment.

.4 Safety Committee

(a) Shall be composed of two (2) members each from the Employer and the Union. The Parties will notify each other of the name of their representatives to the Committee. The Committee will assist in creating a safe place of work.

(b) The Safety Committee shall be notified of each employee accident or injury that requires medical attention.

(c) The Safety Committee will function in accordance with the WCB Industrial Health and Safety Regulations.

.2 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which she/he believes is unsafe until a WCB inspector rules it safe.

Where this occurs, employees are required to immediately implement Section 8.24 of the Industrial Health and Safety Regulations.

.5 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 her/his shift without deduction from sick leave.

.6 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 the responsibility of the Employer.

.7 First Aid Requirements

Where the Employer requires an employee to obtain a first aid certificate the cost of obtaining or renewing the certificate shall be borne by the Employer. No employee shall suffer a loss of income due to required attendance at a first aid course. Employees who fail the course will bear all costs of repeating the program.

.8 Union Representatives

All time spent by Union representatives on health and safety matters pursuant to the Collective Agreement will be without loss of pay.

.9 Communicable Diseases

(a) The Employer shall, in consultation with the workplace Health and Safety Committee or workplace Health and Safety Representative, develop and implement a program and procedure 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) Where the Employer is aware of a client with a reportable communicable disease, the Employer shall inform the workplace Health and Safety Committee or workplace Health and Safety Union Representative, and all employees who may have contact with the client, of the inherent risk of the communicable disease.

(c) Employees who may be exposed in the course of their employment to Hepatitis B shall be entitled to receive the Hepatitis B vaccine at the employer's expense; and in addition, where a vaccination is recommended by the Joint Health and Safety Committee, such vaccination shall be made available, at the Employer's expense, on a voluntary basis to all employees who may be at risk of contracting the disease.

.2 Workplace Aggression

Employees who, in the course of their duties, could be exposed to aggressive conduct shall receive instruction in recognizing and handling such episodes.

When the Employer is aware of a client or other person with a history of physical or verbal aggression; or if there is a reasonable expectation of such danger, employees will be provided such pertinent information.

Counselling for individuals who have been physically assaulted will be made available to employees. Where an employee requires time off to attend counselling it will be without loss of pay.

.10 Protective Clothing and Supplies

The Employer shall supply protective clothing as required by the Workers' Compensation Board.

- CONTRACTING OUT/VOLUNTEERS

(a) The Employer agrees not to contract out bargaining unit work that would result in the lay off of, or not recalling employees within the bargaining unit. Where possible, mutual agreement between the Employer and the Union representatives of the Labour/Management committee shall be reached prior to contracting out bargaining unit work, unless an emergency exists.

The Union's and the Employer's bona fide interests will be given equal weight by the Labour/ Management committee.

The parties shall act reasonably and in good faith in implementing this provision.

(a) It is agreed that volunteers and practicum students have a role to fill in the operation of the Employer, and are an important link to the community being served. Volunteers and practicum students shall be supernumerary to the bargaining unit. The Employer will not use volunteers or practicum students to do available work of the bargaining unit, unless the Labour Management committee agrees.

It is further agreed that the current practice regarding the use of volunteers and practicum students as of the date of execution of this Agreement, is consistent with the above.

- 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 ten (10) calendar 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 part-time employee.

(c) The Employer may make temporary appointments pending the posting and consideration of applicants.

(d) The applications of existing employees shall be given every consideration prior to considering outside applicants.

(e) Where appropriate, outside advertising may run concurrently with the internal posting.

.2 Information

Postings shall contain the following information:

- job title
- qualifications
- required experience
- knowledge and education
- skills,
- wage rate or range
- whether the employee is required to use her/his automobile in the performance of her/his duties.

Such requirements will not be established in an arbitrary or discriminatory manner. The Employer agrees to adhere to the *Human Rights Act of B.C.*

.2 Selection Criteria

Qualifications, knowledge, education, skills, experience and previous performance will be used in determining the successful candidate. Where two or more applicants are relatively equal the one with the greatest seniority will be the successful candidate.

.3 Trial Period

Where the successful applicant for a job posting is from within the bargaining unit, she/he shall be placed on a trial period for sixty (60) working days or four hundred and twenty (420) hours. If the employee is found to be unsatisfactory in the new position, she/he shall be returned to her/his former position. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to her/his former position.

.4 Notification to Employee

Upon request, unsuccessful applicants from within the bargaining unit shall be advised of the reasons why they were unsuccessful.

.5 Right to Grieve

Where an employee feels that she/he has been aggrieved by a decision of the Employer related to promotion or demotion, the employee may grieve the decision. The Employer will provide the Union with all relevant material to the job competition.

- PROFESSIONAL DEVELOPMENT

The Employer shall maintain a Professional Development Fund. On April 1 of each year the Employer will allocate one-half (½) of one percent (1%) of the previous fiscal year's revenue to the Fund. The Joint Labour/Management Committee will establish criteria and which includes the allocation of funds.

Professional development monies may be allocated toward paid leave, tuition, or registration fees. Professional development means workshops, courses and seminars related to the employees' current work. An employee must apply for the professional development entitlement and provide proof of course attendance and completion.

- PAYMENT OF WAGES AND ALLOWANCES

.1 Paydays

(a) Employees shall be paid twice per month. Where possible and the payday falls on a statutory holiday paycheques will be made available on the last weekday preceding the statutory holiday. Employees may have their pay deposited to the chartered bank, credit union or trust company of their choice.

(b) If the pay is not available on the payday, the Employer upon request by the employee shall arrange for the employee to be provided with an adequate advance on her/his salary, unless the delay, or unavailability is a direct result of the employee's action.

.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 1 to this Agreement.

(b) The distribution of pay stubs shall be done in such a manner that the details of the paycheque shall be confidential.

.3 Substitution Pay

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

.2 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.

.3 Pay on Temporary Assignment

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

.4 Vehicle Allowance

(a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties.

(b) The allowance shall be twenty six cents (26¢) per kilometre.

.2 Meal Allowance

Employees on travel status away from their headquarters area shall be entitled to claim reimbursement for meal expenses to the maximum allowance as follows:

Breakfast.....	\$ 8.00
Lunch	\$ 10.00
Dinner	\$ 16.00

.5 Travel Allowance

Upon request, 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.

.6 Reclassification of Position

An employee shall not have her/his salary reduced by reason of a change in the classification of her/his position that is caused other than by the employee. Reassignment falling under Article 12 will not be covered under this clause.

- HEALTH AND WELFARE BENEFITS**.1 Basic Medical Insurance**

Eligible employees may choose to be covered by the British Columbia Medical Services Plan. Benefits shall be in accordance with the existing policy of the Plan. For employees electing coverage, the Employer shall pay fifty percent (50%) of the monthly premium and the employee shall pay fifty percent (50%) of the premium.

.2 Dental Plan

For eligible employees electing coverage, the Employer shall pay fifty percent (50%) of the monthly premium and the employee shall pay fifty percent (50%) of the monthly premiums for a dental plan which shall provide the following coverage:

- (a) Plan A - 100% coverage for A+B limited to \$1500 per calendar year per patient
- (b) Plan B - 50% coverage for A+B limited to \$1500 per calendar year per patient
- (c) Plan C - 50 % coverage limited to \$1250 per lifetime

.2 Extended Health Care Plan

For eligible employees electing coverage, the Employer shall pay fifty percent (50%) of the monthly premiums and the employee shall pay fifty percent (50%) of the monthly premiums for an extended health care plan which shall provide the following coverage:

- (a) Benefit level: 100% unlimited \$25 deductible
- (b) Hearing Aids: Adults - \$300 per 60 month period; Children - \$400 per 60 month period
- (c) Vision Care: \$125 every 24 consecutive months nil deductible

.2 Group Life and Accidental Death, and Dismemberment Insurance

Eligible employees shall be covered by group life insurance and Accidental Death and Dismemberment coverage. The Employer shall pay fifty percent (50%) of the monthly premiums and the employee shall pay fifty percent (50%) of the monthly premiums. Coverage is compulsory. The Plan shall provide \$25,000 insurance coverage. Should the employee desire to have insurance over the \$25,000 base then the employee shall be responsible to pay the premium for any insurance over the \$25,000 base.

.3 Long Term Disability and Employee Assistance Plans

Eligible employees shall be covered by a Long Term Disability (LTD) Plan and Employee Assistance Plan. The Employer shall pay fifty percent (50%) of the monthly premiums and the employee shall pay fifty percent (50%) of the monthly premiums. Coverage is compulsory.

The LTD Plan will provide 66.67% of the monthly earnings to a maximum benefit of \$3,000. The benefit is to provide coverage should the employee become totally disabled as a result of an accidental injury or sickness and is unable to perform the usual duties of her/his own occupation for a two (2) year period. Thereafter, benefits will continue if the employee is unable to perform any occupation, until the attainment of age sixty-five (65). The benefit would commence on the 119th day of injury or sickness.

.4 Benefit Coverage

The Employer will provide qualifying employees health and welfare benefits in accordance with this Article. To be eligible for the health and welfare benefits of this Article, a regular employee must have completed the probationary period and must be regularly scheduled for an average of twenty (20) hours per week, or be qualified and on leave pursuant to Article 19. There will not be any reduction of coverage as provided by the current plan. Notwithstanding the foregoing, the employer will make every effort to obtain benefit coverage for employees who are regularly scheduled for seventeen and one-half (17½) or more hours per week.

- GENERAL CONDITIONS

.1 Damage to Personal Property

Where an employee's personal property utilized in the performance of her/his duties is damaged by a client while the employee is carrying out her/his duties and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement provided that such personal property is of a type suitable for use while on duty.

.2 Indemnity

(a) Civil action - Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions in the performance of duties result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of her/his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including reasonable legal costs of the employee. The Employer will not be responsible for unreasonable legal costs that were within the employee's control.

(b) Criminal actions - where an employee is charged with an offence resulting directly from the proper performance of her/his duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) An employee required to provide testimony at any legal proceedings during the course of, or as a result of her/his job duties, shall be entitled to legal advice at the employer's expense, subject to the prior approval of the Executive Director.

.2 Client Confidentiality

(a) Any information about clients of the Society learned by an employee during the term of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to safeguard it. All documents or other relevant material containing client information shall be surrendered to the Society by the employee on termination of employment. All Society employees will be required to take an oath of confidentiality.

(b) The Union agrees information regarding individual clients will be kept confidential, except as reasonably necessary for the purpose of representing an employee with a grievance.

.3 Job Descriptions

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

.3 Reclassification

(a) *Notice of New Positions*

In the event of a new position in the bargaining unit, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within thirty (30) days of notification.

(a) *Notice of Changed Positions*

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

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of notification by the Employer.

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

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

.4 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or a referendum shall be granted time off consistent with relevant legislation.

- TERM OF AGREEMENT

.1 Duration

This Agreement shall be binding and remain in effect from October 18, 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 1, 1998, but in any event not later than midnight, January 31, 1998.

(b) Where no notice is given by either Party prior to January 31, 1998 both Parties shall be deemed to have been given notice under this Article on January 31, 1998 and thereupon Clause 27.3 applies.

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

.2 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 27.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

.3 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.

.4 Effective Date of Agreement

The provisions of the Agreement shall come into full force and effect on the date of ratification by the parties, except as otherwise specified.

.5 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Peggy Mahoney, Executive Director

Kelly Montgomery
Bargaining Committee Member

Arla Sinclair, Chair of the Board

Kathy Bartlett,
Bargaining Committee Member

Randy Pearson, Staff Representative

Signed this _____ day of _____, 1996.

APPENDIX 1

HOURLY RATES OF PAY

Schedule A - Counsellor/Special Needs Coordinator

	Oct 18, 1994	April 1, 1995	April 1, 1996	April 1, 1997
1	20.39	20.69	21.29	21.89
2	20.50	21.30	21.90	22.50
3	20.67	21.90	22.50	23.10
4	21.85	22.27	22.87	23.44

Schedule B - Counsellor/Special Needs Coordinator

	April 1, 1995	April 1, 1996	April 1, 1997
1	20.69	21.29	21.89
2	21.48	22.08	22.68
3	22.27	22.87	23.44

Schedule C - Intake Worker

	Oct 18, 1994	April 1, 1995	April 1, 1996	April 1, 1997
1	20.67	21.90	22.20	22.50
2	21.85	22.27	22.57	22.87
3	22.16	22.42	22.69	22.96

Schedule D - Intake Worker

	April 1, 1995	April 1, 1996	April 1, 1997
1	20.69	21.29	21.89
2	21.48	22.08	22.68
3	22.27	22.69	22.96

Schedule E - Receptionist

Oct 18, 1994	April 1, 1995	April 1, 1996	April 1, 1997
11.97	12.54	13.14	13.77

Schedule F - Office Manager

	April 1, 1995	April 1, 1996	April 1, 1997
1	16.75	16.95	17.15
2	17.78	17.99	18.21
3	19.06	19.29	19.52

1. New employees will be paid at Step 1 of the wage rate and will progress to the next higher increment after 1827 hours worked.
2. Any current employee currently employed in a position that now has a lower rate of pay than what she/he is currently receiving for the position, will continue to receive their current rate of pay. Such employees will not receive any wage increases until the negotiated rate of pay for the position in schedule A and C exceeds their current rate of pay. Schedules A and C apply to current employees.
3. Wage schedules B and D will apply to all new employees hired into the topic positions subsequent to the date of ratification of this agreement.

APPENDIX 2

LIST OF ARBITRATORS

Stephen Kelleher

Judi Korbin

John Kinzie

Marguerite Jackson

MEMORANDUM OF UNDERSTANDING #1

1. Members of the Board of the Victoria Child Sexual Abuse Society will not give direct supervision to employees covered by this Agreement.
2. The Parties agree that the Board is responsible for the overall operations of the Employer.
3. Notwithstanding (1) above, in the event of a vacancy in the Executive Director position, or leave of absence of the Executive Director, or where unique circumstances exist; and if written notification is made to employees, a designated Board member may give direct supervision to employees.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Peggy Mahoney, Executive Director

Kelly Montgomery
Bargaining Committee Member

Arla Sinclair, Chair of the Board

Kathy Bartlett,
Bargaining Committee Member

Randy Pearson, Staff Representative

Signed this _____ day of _____, 1996.

MEMORANDUM OF UNDERSTANDING #2

PAID DAYS OFF

Employees will be entitled to three (3) paid days off, pro-rated for employees working less than full-time. The paid days off will be scheduled between Boxing Day and New Year's Day, except for those days deemed as paid holidays in accordance with Clause 15.3.

For operational reasons the Employer may schedule employees to work on those particular days, subject to Article 13 Hours of Work. In that event, the Employer will schedule the paid days off, or part thereof, at another time.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Peggy Mahoney, Executive Director

Kelly Montgomery
Bargaining Committee Member

Arla Sinclair, Chair of the Board

Kathy Bartlett,
Bargaining Committee Member

Randy Pearson, Staff Representative

Signed this _____ day of _____, 1996.

**MEMORANDUM OF UNDERSTANDING #3
CONTRACT RE-OPENER**

It is agreed by the Parties that if the Provincial Government of B.C., through the Judi Korbin review, or by itself, authorized additional funds to be available, the Employer will make such application for these funds. Upon the Employer securing such additional funding, the Parties will reconvene negotiations for the purpose of negotiating the additional funds into the Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Peggy Mahoney, Executive Director

Kelly Montgomery
Bargaining Committee Member

Arla Sinclair, Chair of the Board

Kathy Bartlett,
Bargaining Committee Member

Randy Pearson, Staff Representative

Signed this _____ day of _____, 1996.

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