

**COLLECTIVE AGREEMENT**

**between the**

**VICTORIA INNOVATIVE SENIORS'  
TREATMENT AGENCY (VISTA)  
(Victoria Gerontology Association)**

**and the**

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

**Effective from January 20, 1995 to March 31, 1997**

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## DEFINITIONS

*"Bargaining Unit"* - is the unit for collective bargaining described in the certification issued by the Labour Relations Board on January 20, 1995 covering employees of the Employer for whom the B.C. Government and Service Employees' Union is the bargaining agent.

*"Basic pay"* - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix 3.

*"Continuous service"* - means uninterrupted regular full-time or regular part-time employment with the Employer.

*"Day", "Week", "Month", "Year"* - means a calendar day, week, month, year unless otherwise specified in this Agreement.

*"Day of Rest"* - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include the days the employee is on leave of absence.

*"Employee"* - means a member of the bargaining unit who is:

(a) *"probationary employee"* - means an employee who is hired into a probationary status and who has not yet successfully completed eight hundred and forty (840) hours.

(b) *"regular employee"* - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.

(c) *"casual employee"* - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:

- (1) paid leave relief
- (2) unpaid leave relief
- (3) temporary increase of workload

A casual employee is only entitled to the benefits set out in Appendix 1.

(d) *"full-time regular employees"* - full-time regular employees are regularly scheduled employees who work an average of thirty-five (35) hours per week on a continuing basis.

(e) *"temporary employees"* - temporary employees are employees hired for a specified period of three (3) months' duration, or more. If a temporary employee subsequently becomes a regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

*"Employer"* - means Victoria Innovative Seniors Treatment Agency (VISTA).

*"Holiday"* - means the twenty-four (24) period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

*"Layoff"* - means a cessation of employment, or elimination of a job.

*"Resignation"* - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

*"Rest Period"* - means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

*"Spouse"* - means a person of the opposite sex to whom the employee is legally married or a common-law or same sex relationship and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

*"Union"* - means the B.C. Government and Service Employees' Union.

–  
**- 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, and to promote a healthy working relationship between the Parties.

**.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- (b) The Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be referred to mediation/arbitration for resolution. A decision by an Arbitrator pursuant to this clause will remain in effect during the term of this Agreement.

**.3 Conflict with Regulations**

In the event that there is a conflict between an express provision of this Agreement and any rule or order made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said rule or order.

**.4 Use of Feminine and Singular Terms**

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

**.5 Sexual Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the work place.

(a) "*Sexual Harassment*" means engaging in conduct of a sexual nature that is known or ought to be known to be unwelcome and shall include, but not be limited to:

- (1) sexual solicitation or advance or inappropriate touching and sexual assault;
- (2) a reprisal, or threat of a reprisal, reasonably perceived by the subject as placing conditions of a sexual nature on employment or terms of employment by a person in authority.
- (3) suggestive remarks or other verbal abuse with a sexual connotation;
- (4) repeated or persistent leering at a person's body after such has been admonished by the recipient.

(b) The Employer and the Union agree that all complaints of alleged sexual harassment shall be handled only through the grievance procedure.

#### **.6 Personal Harassment**

(a) The Employer and the Union agree to foster and promote a workplace environment free from harassment which amounts to discrimination as defined in the *British Columbia Human Rights Act*.

(b) Nothing in this Article limits the Employer's managerial and supervisory rights and responsibilities or the exercise of those rights and responsibilities as provided for in Article 6 of this Collective Agreement.

(c) Any complaints pertaining to this Article may be referred by the Union to Steps 1 and 2 of the grievance process under the Collective Agreement, but not to arbitration, or may be taken by the employee to the British Columbia Council of Human Rights.

### **- BARGAINING AGENT RECOGNITION**

#### **.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees falling within the Bargaining Unit.

#### **.2 No Other Agreement**

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

#### **.3 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the 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.

#### **.4 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any provision in this Agreement, as it applies to employees of the bargaining unit, shall be forwarded to the President of the Union or his designate.

#### **.5 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, or for the purpose of investigating and assisting in the settlement of a grievance.
- (b) When access is required for such purposes as set out in (a), the Union Representative will notify the Employer in advance.
- (c) Any investigation as set out in (a) must not result in any disruption to the Employer's operation or affairs, and it must not result in any employees neglecting their work duties and responsibilities.

#### **.6 Recognition and 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 the employees designated as stewards and agrees to advise the Employer in writing of any change of steward as soon as possible. The Employer shall recognize up to two (2) stewards elected or appointed by the Union.

A steward shall obtain the permission of the immediate supervisor before leaving work to perform duties as a shop steward. Such permission shall not be unreasonably withheld. Leave for this purpose shall be with pay.

Before actually leaving work and on resuming his/her normal duties, the steward shall also notify the immediate 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 involving the Employer.
- (d) attending meetings at the request of the Employer.

When a shop steward is the only employee on duty where his/her absence would require the Employer to call in another employee or assign another employee to a higher rated position, the shop steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

### **.7 Union Bulletin Board**

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

### **.8 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of his/her membership or activity in the Union. In addition, the Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

### **.9 Union Insignia and Union Shop Card**

Union members shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one shop card for the Employer's operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

### **.10 Right to Refuse to Cross Picket Lines**

Employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute as defined in the Labour Relations Code. Any employee failing to report for duty shall be considered to be absent without pay or benefits. Failure to cross a legal 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.

### **.11 Unpaid Leave - Union Business**

(a) Leave of absence without pay and without loss of seniority shall be granted with fourteen (14) days written notice, subject to operational requirements for the purposes listed below:

- (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 of B.C., provided the dispute involves the Employer; or
- (4) to two (2) employees who are representing the Union to carry on negotiations with the Employer.

(b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

**.12 Membership Information**

The Employer agrees to provide to the Union twice a year by the first of months of January and July, a list of all Union members, their current job classification, employee status, addresses, and telephone numbers known to the Employer.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above noted lists may be supplied to the Union on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

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

**- UNION SECURITY**

**.1 Union Membership**

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.

**.2**

Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the certification date to become a member of the Union.

**- CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the earnings of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union. The Union agrees to advise the Employer in writing of the amount of its regular monthly dues and the President of the Union shall advise the Employer in advance in writing of any changes in the amount of dues to be deducted.

(b) The Employer shall deduct from 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.

(c) Deductions shall be made from each pay and membership dues 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 earnings such deductions have been made together with:

- (1) the amounts deducted from each employee;
- (2) the employee's Social Insurance Number;
- (3) classification and rate of pay;
- (4) number of hours worked during the period covered.

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

(c) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of dues paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

**ARTICLE 2 - EMPLOYER AND UNION TO 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. 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. The Employer agrees that a Union 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 for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's obligations to the Union.

**- MANAGEMENT RIGHTS**

(a) The management and operation of Victoria Innovative Seniors' Treatment Agency (VISTA) and the direction of the employees is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

(b) Employees shall be governed by policies adopted by the Employer provided such policies are not in conflict with provisions of this Agreement.

**- EMPLOYER-UNION RELATIONS**

**.1 Labour-Management Committee**

A Labour-Management Committee shall be established, consisting of two employees and one representative of the Employer. The Labour-Management Committee shall meet as required, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt

to changes in the economy, to foster the development of work related skills and to promote workplace productivity. Employees shall not suffer any loss of basic pay for time spent on this committee.

## **.2 Employee Attendance at Staff Meetings**

(a) Where an employee is directed by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.

(b) Employees shall be entitled to claim overtime as time in lieu for such attendance as (a) above where time spent in the meeting results in the employees working more than their regularly scheduled shift or more hours than their regularly scheduled work week.

## **- GRIEVANCE PROCEDURE**

### **.1 Definition**

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

### **.2 Grievance Procedure**

The following grievance procedure shall apply:

*Step 1*—Within ten (10) working days of the alleged violation, or when the employee becomes aware of the alleged violation, the employee, together with a Union representative at the employee's option, shall attempt to resolve the grievance through discussions with his or her immediate supervisor.

*Step 2*—If the matter is not resolved at Step 1, the employee, or a Union representative at the employee's option, shall present the grievance in writing to the Chairperson of the Management Committee, clearly setting forth full particulars of the alleged violation, including the Article(s) involved and the remedy sought. The written grievance must be presented within fifteen (15) working days of the alleged violation. Within five (5) working days following receipt of the written grievance, the Chairperson of the Management Committee shall provide the employee with a written reply.

### **.3 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) ten (10) working days after the Employer's decision has been received; or
- (b) ten (10) working days after the Employer's decision was due, whichever occurs first.

### **.4 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's dismissal, the Union agrees to meet with the Employer prior to the Union filing the grievance directly at arbitration within ten (10) working days of the date on which the dismissal occurred, or within ten (10) working days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within ten (10) working days of the date on which the suspension occurred, or within ten (10) working days of the employee receiving notice of suspension.

#### **.5 Deviation from Grievance Procedure**

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, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that after having initiated a grievance an employee endeavours to pursue the same grievance through any other channel, the Union agrees that, pursuant to this Article, the grievance shall be abandoned.

#### **.6 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 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 render a decision according to equitable principles and the justice of the case.

#### **.7 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual agreement of the parties, but the same must be in writing.

#### **.8 Policy Grievances**

(a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or designate and the Union within thirty (30) days of the occurrence.

(b) Where no satisfactory agreement is reached, either party, within fourteen (14) days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

#### **.9 Failure to Observe Time Limits**

Grievances which are not processed from one step to another within the time limits set out in this article shall be considered abandoned.

### **- ARBITRATION**

#### **.1 Appointment of a Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the parties shall have ten (10) working days to agree on a single arbitrator. Failing such agreement, either party may request that a single arbitrator be appointed pursuant to the Labour Relations Code of British Columbia.

#### **.2 Binding Decision**

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

### **.3 Jurisdiction of the Arbitrator**

The arbitrator shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

### **.4 Cost of Arbitrator**

The Union and the Employer shall bear equally the fees and expenses of the Arbitrator.

### **.5 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual agreement of the parties but the same must be in writing.

### **.6 Expedited Mediation/Arbitration Process**

- (a) The parties may determine by mutual agreement that a grievance is suitable for an expedited mediation/arbitration process. Once the parties have agreed, the process in this Clause will substitute for that portion of the grievance arbitration provisions of the Agreement contained in Article 8 and the remainder of Article 9 that have not already been exhausted by the parties.
- (b) The framework for the expedited mediation/arbitration process is as follows:
  - (1) All grievances may be resolved by expedited arbitration except those dealing with dismissals.
  - (2) The outcome or decision of the arbitrator will be binding on the parties but will have no precedential value in future cases.
  - (3) The cost will be borne as follows: the Employer one-half ( $\frac{1}{2}$ ); the Union one-half ( $\frac{1}{2}$ ).
  - (4) The process may only be used after Step 1 and Step 2 of the grievance procedure.
  - (5) The procedure cannot be used should an application for Labour Relations Officer under Section 104.4 of the Labour Relations Code have been made by either party.
  - (6) The number of cases to be heard at any given time will not exceed three (3).
  - (7) The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
  - (8) Prior to rendering a decision the arbitrator may assist the parties in mediating a resolution to the grievance.
  - (9) Where mediation fails, the arbitrator's decision shall be brief and to the point.
  - (10) An agreed schedule for the process will be arranged by the parties in advance, based on a mutual assessment of the length of time needed to present each case.

- (11) General rules of evidence will be waived except for the rule of "onus."
  - (12) The parties will arrange expedited arbitration as the need arises. However, the parties agree that all grievances selected for this process must be scheduled for hearing within six (6) months.
- (b) The procedural guidelines for the expedited mediation or arbitration process are as follows:
- (1) *The Opening Statement:* This should basically set out the case from each party's perspective. The arbitrator will seek at this point to define the issue and to determine what evidence is agreed to and what is not.
  - (2) *The Hearing:* Sufficient witnesses should be called to ensure the "story" is properly told.
  - (3) *The Argument:* The parties will not cite legal precedents but may refer to Brown and Beatty, Palmer etc. However, it is imperative that the relevant provisions of this Agreement be canvassed by a representative to ensure that all relevant clauses are put before the arbitrator.
- (c) Stephen Kelleher and Vince Ready will be selected on a rotating basis. If at the time of renegotiating this agreement the parties do not mutually agree to the named arbitrators, those not agreed upon shall be deleted and mutually agreed to arbitrators shall be added. If the aforementioned arbitrators are unavailable, other arbitrators will be selected by mutual agreement between the parties.

## ARTICLE 2

## - DISCIPLINE AND DISMISSAL

### .1 Discipline

- (a) *Burden of Proof*—The Employer shall not dismiss or discipline an employee who has completed his or her probationary period except for just cause.
- (b) *Probationary Period*—If the Employer, in its sole discretion, decides that the probationary employee is unsuitable for continued employment, that his or her performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out his or her duties, the Employer may terminate the employee's employment at any time during the probationary period.

### .2 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union or his designate.

### .7 Right to Grieve Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, suspensions, dismissals, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of her personnel record. Upon the employee's request, any such document, other than employee appraisals, shall be removed from the



employee's file after the expiration of one (1) year from the date it was issued provided there has not been any 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.

### **.8 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within fifteen working (15) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

### **.9 Personnel File**

(a) An employee, or the President of the Union (or her 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, or such other office as the Employer may provide, 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. Access to the file shall normally be no later than seven (7) days after notice is given.

(b) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept, or such other office as the Employer may provide. Access to the file shall normally be not later than seven (7) days after notice is given.

(c) At the request of the employee or his/her representative, copies of any or all documents on the employee's file will be provided by the Employer.

### **.10 Right to Have Steward Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a Staff Representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with supervisory personnel.

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

**.1 Definition**

Seniority shall mean length of continuous service with the Employer as an employee in the bargaining unit, including all continuous service prior to certification of the Union.

**.2 Seniority Date**

Except as provided in this Agreement, an employee's seniority date will be his or her most recent date of hire.

**.3 Leaving the Bargaining Unit**

An employee who leaves the bargaining unit to fill another position with the Employer shall continue to accumulate seniority, and shall have the right to exercise his or her seniority to return to the bargaining unit, for a period of ninety (90) calendar days. After the expiry of that period, the employee's bargaining unit seniority shall be lost.

**.4 Probation**

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to his or her date of hire.

**.5 Accrual and Loss of Seniority**

(a) *Accrual*—Seniority shall accrue on the basis of completed hours worked excluding overtime hours. When determining what hours are counted as working hours, the following shall apply:

- (1) any time off paid for by the Employer;
- (2) maternity and adoption leave as per Article 22;
- (3) time off as the result of a Workers' Compensation Board (WCB) claim;
- (4) time off as per Article 21 (e.g., Unpaid Leave, Union Business) to a maximum of thirty (30) calendar days per calendar year.
- (5) while on Weekly Indemnity;
- (6) while on Long Term Disability up to a maximum of six (6) months.

(b) *Loss*—Seniority shall be lost and employment terminated if an employee:

- (1) resigns;
- (2) is discharged for just and reasonable cause;
- (3) is on layoff for more than six (6) consecutive months;

- (4) after a layoff, fails to report to work within three (3) working days after being recalled by telephone or registered letter addressed to the address last provided by the employee to the Employer;
- (5) is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives reasons satisfactory to the Employer for his or her failure to do so;
- (6) uses an authorized leave of absence for a purpose other than that for which the leave was granted; or
- (7) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to the Employer is given.

The Employer shall provide the Union with a current seniority list at least once every six (6) months.

## - VACANCY POSTING

### **.1 Vacancies and New Positions**

Job awards for promotions or vacancies shall be made by the Employer as between applicants, both internal and external, on the basis of skills, abilities, and qualifications. If the skills, abilities and qualifications of two (2) or more applicants are relatively equal, then the applicant with the greatest seniority shall be awarded the job.

### **.2 Job Posting**

Vacancies in existing or new classifications for regular employment shall be posted in a conspicuous location for five (5) consecutive working days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the fifth (5th) working day after the initial posting on forms supplied by the Employer. The Employer may advertise vacancies concurrently with internal postings, but first consideration shall be given to internal applicants. The posting shall contain the following information; job title, qualifications, nature of position, present hours of work, wage rate or range. Applications from qualified employees shall be considered prior to applications from non-employees.

### **.3 Temporary Appointments**

The Employer may utilize casual employees to fill a permanent vacancy or new position pending completion of the posting and selection process.

### **.4 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred and twenty (420) hours.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to her former position, and wage/salary rates, without loss of seniority.

Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

– **- LAYOFF AND RECALL PROCEDURE**

- (a) Employees shall be laid off by job category in reverse order of seniority within the bargaining unit.
- (b) In the event of a layoff, a laid off employee may bump a less senior employee, provided the employee has the skills, abilities, and qualifications to do the job of the less senior employee. There shall be no bumping up.
- (c) Employees on layoff shall be recalled in order of seniority subject to being available, willing, and qualified of performing the work.
- (d) In the event of a permanent layoff, four (4) weeks notice will be given to an employee with one (1) or more years seniority.
- (e) It is the responsibility of all laid off employees to keep the Employer advised at all times of where and how they can be contacted for recall purposes.
- (f) Employees recalled to work shall receive the current rate for the classification to which they are recalled.

– **- HOURS OF WORK**

**.1 Hours of Work for Regular Employees**

- (a) *Hours of Work*—The normal hours of work for a regular full-time employee shall be seven (7) working hours per day, five (5) days per week.
- (b) The hours of work of a regular part-time employee will not be less than four (4) hours per day and not more than seven (7) hours per day exclusive of an unpaid one (1) hour meal break.

**.2 Meal and Rest Periods**

- (a) All employees working a full seven (7) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift.
- (b) All employees working less than a full seven (7) hour shift but a minimum of a four (4) hour shift, will receive one fifteen (15) minute paid rest period.
- (c) All employees working a full seven (7) hour shift will receive a sixty (60) minute unpaid meal break scheduled as closely as practicable to the middle of the work day.
- (d) An employee is entitled to take his/her meal break away from the premises. Where an employee is required by the employer to be available, he/she shall be compensated for the break at the rate of time and one-half (1½) the basic rate of pay.

- (e) The actual time of the meal break may be varied by mutual agreement between the employee(s) and the supervisor.

### **.3 Conversion of Hours**

- (a) *Lieu Time*—where an employee is granted lieu time pursuant to Clause 17.3 or 17.4, the time off granted will be seven (7) hours per lieu day for a regular full time employee and prorated for a regular part-time employee.
- (b) *Vacation*—where an employee is granted vacation pursuant to Clause 19.1, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day for a regular full time employee and prorated for a regular part-time employee.
- (c) *Designated Paid Holiday*—where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be seven (7) hours per designated paid holiday for a regular full time employee and prorated for a regular part-time employee.

### **.4 Modified Work Week (Flex Time)**

- (a) Full-time staff are required to work seventy (70) hours over nine (9) consecutive working days resulting in an extra day off in each two week period.
- (b) The regular work day shall consist of no more than nine (9) hours per day exclusive of lunch periods.
- (c) The full-time employee on flex time who has a day of absence, (sick, vacation, staff - development or any other leave), will be deemed to be absent for seven (7) hours.
- (d) An up-to-date record of each employee's work schedule will be maintained by the main office. It is each employee's responsibility to prepare this schedule in advance.
- (e) It is agreed that in the event of emergencies; staff agree to meet the needs of their clients and temporary scheduling changes may be necessary.
- (f) In the event of unavoidable staff shortages due to illness and/or vacation, staff will re-schedule work hours to cover for the period of time as necessary.
- (g) The modified work week is available to full-time employees.
- (h) Extra hours over and above a current flex period, at the employee's discretion may be applied to the next two (2) week period.
- (i) The provisions in Article 14.1 do not apply to employees on flex-time.

## **- EMPLOYEE TRAINING**

### **.1 Training Compensation**

Should the Employer direct an employee to participate in a course or program, such employee shall be compensated in accordance with the following:

- (a) the hours spent by the employee attending the course or program will be considered to be hours spent working by the employee for the purposes of remuneration and seniority under this Agreement, and
- (b) the Employer will pay the cost of the course including tuition fees and reasonable travel and subsistence expenses.

## - PAID HOLIDAYS

### **.1 Paid Holidays**

The following have been designated as paid holidays, and regular employees shall be entitled to a day off with pay for these holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments shall also be a paid holiday.

### **.2 Holiday Falling on Day of Rest**

When a holiday falls on a regular employee's Day of Rest, the employee shall be entitled to a day off with pay in lieu.

### **.3 Holiday Falling on a Scheduled Work Day**

A regular employee who is directed to work on a designated holiday which is a scheduled work day shall be compensated at the rate of one and one-half (1½) times the basic rate of pay for all hours worked as well as an additional day off with pay.

### **.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.

### **.5 Vacation**

If a general holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such general holiday.

### **.6 Paid Holiday Pay**

General holiday pay for part-time employees shall be based upon the employee's regular hourly wage rate, multiplied by his or her average daily hours during the last twenty (20) days actually worked prior to the general holiday.

#### **.7 Lieu Time**

Lieu time arising from working designated paid holidays shall be scheduled with the mutual agreement of the Employer subject to operational requirements.

### **- OVERTIME**

#### **.1 Authorization Required**

No employee is permitted to work unauthorized overtime hours. All overtime must have prior authorization by management.

#### **.2 Definitions**

- (a) *Overtime*—means work performed by a regular employee in excess or outside his/her regularly scheduled hours of work as per Article 14.1.
- (b) *Straight-Time Rate*—means the hourly rate of remuneration for employees.
- (c) *Time and One-half*—means one and one-half times the straight time rate.

#### **.3 Overtime Entitlement**

- (a) A regular full-time employee shall be entitled to compensation or time in lieu at the rate of one and one half (1½) times his or her regular hourly wage for hours worked in excess of regularly scheduled daily hours.
- (b) An employee shall receive overtime pay or time in lieu at the rate of one and one half (1½) times his or her regular hourly wage for all overtime hours worked as per Article 14.4 or for all hours worked in excess of nine (9) in a day.

#### **.4 Right to Refuse Overtime**

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations. Notwithstanding this provision, where overtime is requested to be performed, it shall be offered first to the most senior qualified employee on duty. The work shall be performed by the least senior employee in that classification if no other more senior qualified employee accepts the overtime assignment.

#### **.5 Overtime for Part-Time Employees**

- (a) A regular part-time employee working less than the normal hours per day of a regular full-time employee, and who is required to work longer than his/her regular work 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 regular full-time employee.

(b) A regular part-time employee working in excess of the normal hours per day of a regular full-time employee, or working consecutive daily shifts in excess of those worked by a regular full-time employee, shall be compensated at the applicable overtime rates.

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

(d) A regular part-time employee working in excess of (c) shall be compensated at the applicable overtime rates.

#### **.6 Overtime Coffee Break**

Employees who work more than two (2) hours of overtime shall receive a paid coffee break of fifteen (15) minutes.

#### **.7 General Holidays**

Where a week contains a general holiday, the references to hours in a week in Article 14.4 above shall be reduced by seven (7) hours for each general holiday in the week. In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by the employee on the general holiday.

#### **.8 Minimum Pay**

(a) The Employer shall pay an employee reporting to work as required by the Employer a minimum in any one day of:

(1) two (2) hours' pay, unless the employee is unfit to perform his or her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board; or

(2) where the employee commences work, four (4) hours' pay unless his or her work is suspended because of reasons completely beyond the control of the Employer, in which case Article 17.8(a)(1) applies.

### **ARTICLE 2**

### **- ANNUAL VACATION**

#### **.1 Annual Vacation Entitlement**

(a) Each regular employee covered by this Agreement shall receive vacation pay as follows:

<b>Years of Service</b>	<b>Annual Vacation Time</b>	<b>One additional day per year thereafter to a maximum of five (5) weeks.</b>
1-5	20 days	

(b) For the purposes of calculating continuous years of service under this clause, the Employer will recognize continuous service dating back to date of hire.



- (c) Regular part-time employees will be entitled to annual vacation with pay on a proportionate basis.
- (d) A common anniversary date of January 1st will be used for the purpose of calculating annual vacation entitlement. Where an employee has not completed a year of employment, his/her annual vacation will be calculated on a proportionate basis.
- (e) During the probationary period of employment, an employee earns but cannot schedule vacation.
- (f) Vacation carry-over: five (5) days vacation may be carried over into the next vacation year, for three (3) consecutive years, for a total of fifteen (15) days. Carry-over will not exceed fifteen (15) days at any time.

### **.9 Seniority Preference in Scheduling**

- (a) Employees shall have preference in respect to annual vacations, according to seniority. Where the employee chooses to split her vacation, her second choice of vacation shall be made only after all other employees concerned have made their initial selection.
- (b) An employee who does not exercise his/her seniority rights within the prescribed time frame on the vacation roster shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) A vacation period, once scheduled, will not be cancelled without the consent of the employee and cannot be rescheduled and/or exchanged without the consent of the Employer.

### **.10 Vacation Pay on Termination**

An employee who terminates his/her employment for any reason shall be compensated his/her full vacation pay as provided in Article 18.1.

### **.11 Call Back**

- (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, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

### **.12 Work in Higher Rated Position**

Payment for vacations will be made at an employee's basic pay. If an employee has accumulated vacation time in a higher paid position prior to his/her vacation, the employee's vacation pay shall be based on the proportionate amount of time worked in a higher position.

**.13 Approved Leave of Absence with Pay During Vacation**

When an employee is in receipt of the sick leave provision or on leave with pay in accordance with Articles 15 and 21.2 prior to his/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.

**.14 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death to the employee's estate.

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**- WORKERS' COMPENSATION****.1 Sick Leave/Workers' Compensation**

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 payments for the remainder of his/her shift without deduction from sick leave.

**.2 Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being at work and shall receive seniority and benefits as if they were employed to a maximum of six (6) months.

**.3 Employee to Contact Employer**

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

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

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**- SICK LEAVE, ILLNESS AND INJURY****.1 Sick Leave**

A total of twelve (12) days per calendar year is allowed for sick leave at regular pay. There shall be no accumulation of sick leave.

**.2 Return to Work Following Illness or Injury**

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation Benefits, the employee is entitled to reinstatement in

his/her former position within a reasonable period of time, providing he/she is fit to perform the full duties required of the position.

### **.3 Certification of Fitness**

Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is medically able to resume the full duties of the position.

### **.4 Employee to Inform Employer**

The employee shall advise the supervisor or designated person in charge as soon as possible of his/her inability to report to work because of illness or injury, the nature of the illness or injury, and the probable date of her return to work.

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

### **.5 Medical Examinations**

The Employer may at any time require an employee to take a medical examination, so long as the Employer pays the fees for that examination. This applies only for the purposes of confirmation of fitness for work.

## **- LEAVES OF ABSENCE**

### **.1 Bereavement Leave**

(a) A regular employee will be granted up to five (5) days off without loss of pay in the event of the death of a member of his/her immediate family.

In the event of the death of the regular employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the regular employee shall be entitled to three (3) days bereavement leave without loss of pay.

(b) Immediate Family - shall include the regular employee's mother, father, son, daughter, sister, brother, spouse, father-in-law or 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 another relative or friend the employee shall be entitled to one (1) day off with pay to attend the funeral service.

### **.2 Jury and Witness Duty**

Regular employees who serve on a jury or are called as witnesses for the Crown, provided the court action is not occasioned by the employee's personal affairs, shall be granted leave of absence with pay. Any remuneration received by an employee from the courts shall be reimbursed to the Employer.

### **.3 Election Days**

Any employee eligible to vote in a Federal, Provincial or Municipal election or referendum who does not have four (4) consecutive hours free from his employment between the hours of the opening and closing of the poll on polling day, is entitled to have such time as may be required to provide him/her with four (4) consecutive hours during the hours in which the polls are open in which to cast his/her ballot.

The period of time shall be granted to each employee at the time of day that best suits the convenience of the Employer.

#### **.4 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave for any purpose. Approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

#### **.5 Special Leave**

Special leave with pay may be used for the following purposes:

- (a) attend formal hearing to become a Canadian Citizen - 1 day;
- (b) paternity or adoption leave - 1 day;
- (c) for sudden serious illness of a spouse or dependent child residing with the employee, and when no one at the employee's home other than the employee is available to care for the sick person and provided that the employee has made every effort to provide alternative care - up to 4 days annually;
- (d) serious household or domestic emergency - 1 day;
- (e) moving household furniture and effects - 1 day;
- (f) court appearance of hearing of employee's child - 1 day.

Two (2) weeks' notice is required for leave under sections (a) and (e).

For the purpose of (a), (d) and (e), leave with pay will be only for the work day on which the situation occurs. For the purpose of determining eligibility for special leave under (e), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (e) on two (2) occasions within the preceding twelve (12) months.

#### **.6 Unpaid Leave for Public Office**

Employees shall be granted unpaid leave of absence for up to thirty (30) consecutive days to enable them to run for elected public office.

### **- MATERNITY, ADOPTION LEAVE**

#### **.1 Maternity and Adoption Leave**

- (a) A pregnant employee shall be entitled to maternity leave.
- (b) An employee on her written request supported by a certificate from a doctor stating the employee is pregnant, and estimating the probable date of birth, will be granted a leave of absence without pay for a period not more than six (6) months. The written request shall be given to the Employer at least twenty-one (21) days before leave is to commence.
- (c) An employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child.
- (d) The employee may with agreement of the Employer, defer the commencement of maternity leave for any period approved in writing by a doctor provided the employee is able to satisfactorily perform her duties.
- (e) The employee will give the Employer written notice of at least twenty-one (21) days prior to the expected date of return to work.
- (f) During the maternity/adoption leave an employee shall retain and accrue seniority.

## **.2 Benefits**

- (a) On return from maternity/adoption leave an employee shall be placed in her former position or in a position of equal rank and pay.
- (b) At the employee's option, the Employer shall maintain coverage for medical benefits while an employee is on maternity leave, and the employee shall bear one hundred percent (100%) of the cost of the premiums.
- (c) Notwithstanding Article 22.1, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity/adoption leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this article may be carried over to the following year, notwithstanding Article 18.

## **.3 Extension of Maternity Leave**

Maternity leave as provided in Article 22.1 may be extended up to an additional six (6) consecutive months where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

## **- OCCUPATIONAL HEALTH AND SAFETY**

### **.1 Transportation of Accident Victims**

Transportation from VISTA 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.

### **.2 Health and Safety Committee**

- (a) The Employer and the Union agree to establish an Occupational Health and Safety Committee, as set out in the Industrial Health and Safety Regulations of the Workers' Compensation Act, to be comprised of two (2) employee representatives and one (1) Employer representative.
- (b) This Committee shall hold regular meetings, but no less than on a quarterly basis and minutes will be kept of all Committee meetings and a copy of these minutes sent to the Employer and the Union.
- (c) This Committee will function in accordance with the Industrial Health and Safety Regulations pursuant to the Workers' Compensation Act.

### **.3 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of an industrial fatality the Employer shall immediately notify the President of the Union or his/her designate.

### **.4 Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which he/she reasonably believes is unsafe until a Workers' Compensation Board Inspector rules it safe.

### **.5 Lieu Time to Attend Meetings**

Members of the Occupational Health and Safety Committee who attend Committee meetings outside of normal working hours shall be credited with equivalent straight time off with pay, to be scheduled at a mutually agreeable time.

## **- ADJUSTMENT PLAN**

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this collective agreement applies:

- (a) the Employer shall give notice to the trade union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the Employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
  - (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
  - (2) human resource planning and employee counselling and retraining;
  - (3) notice of termination;
  - (4) severance pay;
  - (5) entitlement to pension and other benefits including early retirement benefits;

- (6) a bipartite process for overseeing the implementation of the adjustment plan.

## **ARTICLE 2 - CONTRACTING OUT**

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees within the Bargaining Unit.

## **- HEALTH AND WELFARE**

### **.1**

The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer. Benefits under this Article are only available to regular employees who work seventeen (17) hours or more per week and who have completed the probationary period. Part-time employees with less than seventeen (17) hours per week will be paid seventy-five cents (75¢) per hour in lieu of benefits.

### **.2 Benefits**

The Employer will continue coverage and pay one hundred percent (100%) of the premiums under the following existing plans:

- (a) Extended Health Care
- (b) Dental Care
- (c) Weekly Indemnity
- (d) Long Term Disability

## **ARTICLE 2 - PAYMENT OF WAGES**

### **.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The rates of pay negotiated by the parties to this Agreement are recorded in Appendix 3.

### **.3 Paydays**

All employees shall be paid biweekly.

### **.4 Payment of Wages Upon Termination, Layoff or Resignation**

- (a) When an employee resigns, the Employer shall pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to the employee within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.

### **.2 Substitution**

An employee who is designated by the Employer to substitute in a higher paying position and is performing the principal duties of the higher paying position shall be entitled to be paid at the rate of salary of the higher paid positions.

## **- JOB CLASSIFICATIONS AND WAGE RATES**

- (a) The Employer shall provide the Union with job descriptions for the classifications in the bargaining unit set out in Appendix 3.
- (b) When the Employer establishes a new bargaining unit position, it shall provide the Union with a job description and the wage rate established by the Employer. Should the Union disagree with the wage rate, the matter shall be referred to arbitration.

## **ARTICLE 2**

### **- GENERAL CONDITIONS**

#### **.1 Indemnity**

Except where there has been negligence on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

#### **.2 Copies of Agreement**

- (a) 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, the Union shall print, in an agreed to format and distribute sufficient copies to the stewards of the Agreement for distribution to employees on staff.
- (b) All Agreements shall be printed in a Union Shop and bear a recognized Union label.
- (c) The Employer shall reimburse the Union for fifty percent (50%) of all costs.

#### **.3 Vehicle Allowance**

- (a) Vehicle allowance of thirty-six cents (36¢) per km may be claimed while performing duties.
- (b) Portal to portal may be claimed, and is not to exceed thirty-two (32) kms total per day.

## **ARTICLE 2**

### **- DURATION OF AGREEMENT**

#### **.1 Duration**

This Agreement shall be for the period from January 20, 1995 up to and including March 31, 1997.



**.1 Notice to Bargain**

- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after December 31, 1996, but in any event, no later than midnight on March 31, 1997.
- (b) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the Program Coordinator for VISTA.
- (c) Where no notice is given by either party prior to March 31, 1997, both parties shall be deemed to have been given notice under this section on March 31, 1997.

**.2 Change in Agreement**

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

**.2 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining and until a new agreement is signed.

During the term of this Collective Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

**.3 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this Collective Agreement.

**.4 Section 50(2) and (3) Excluded**

The operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
Jan Robertson, VISTA

\_\_\_\_\_  
Elisabeth Bear, Bargaining Committee

\_\_\_\_\_  
Marilyn Wright, VISTA

\_\_\_\_\_  
Deanna Bois, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

**APPENDIX 1****CASUAL EMPLOYEES**

Casual employees shall be paid at eight percent (8%) in lieu of all vacation entitlements. A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

**ARTICLES WHICH APPLY TO CASUAL EMPLOYEES:**

1. Preamble
2. Bargaining Agent Recognition
3. Union Security
4. Check-off of Union Dues
5. Employer/Union Acquaint New Employees
6. Manager Rights
7. Employer-Union Relations
8. Grievance Procedure
9. Arbitration
10. Discipline
12. Vacancy Posting
14. Hours of Work
15. Employee Training
17. Overtime - at the rate of one and one-half (1½) times the basic rate for hours worked in excess of seven (7) hours in a day or thirty-five (35) hours in a week.
19. Workers' Compensation
23. Occupational Health and Safety
24. Adjustment Plan
27. Payment of Wages
28. Job Classification and Wage Rates
29. General Conditions
30. Duration of Agreement

Appendix 1 - Casual Employees

Appendix 2 - Procedure for Calling Casual Employees for Work

Appendix 3 - Wage Rates

Memorandum of Understanding #1 - Job Descriptions

**ARTICLES WHICH DO NOT APPLY TO CASUAL EMPLOYEES:**

11. Seniority
13. Layoff/Recall Procedure
16. Paid Holidays
18. Annual Vacation
20. Sick Leave, Illness and Injury
21. Leaves of Absence
22. Maternity/Adoption Leave
25. Contracting Out
26. Health and Welfare

**APPENDIX 2****PROCEDURE FOR CALLING CASUAL EMPLOYEES FOR WORK****CASUAL EMPLOYEE WORK ASSIGNMENT**

- (a) The Employer shall consider seniority, and the necessity for on-the-job orientation of new employees in the calling of casual employees. Casual assignments will be offered to casual employees so as to maintain their relative standing on the seniority list.

A casual employee shall be entitled to register for work in any job classification in any department for which he/she has the qualifications to perform.

- (b) A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

- (c) The manner in which casual employees shall be called to work shall be as follows:

(1) one call - eight (8) rings. All calls shall be recorded in the log books showing the signature of the person making the phone call, the employee called, the position they are being called to fill, the time the call was made, whether the employee accepts, declines, or fails to answer the telephone. In the event of a dispute, the Union shall have access to the log books.

(2) Casual employees have the right to refuse offers of work, however, the refusal of more than three (3) offers of work in one (1) calendar month, may result in deletion from the casual list.

(3) In the event the casual employee uses a telephone answering machine, the Employer is obligated to leave a message to return the phone call within five (5) minutes. If the employee does not return the call within that five (5) minutes, the Employer may proceed as if they were unable to make contact with the employee.

- (d) Casual employees registered for casual work shall notify the Employer in advance of the dates and times which they will be available to work.

The Employer shall be obliged to call a casual employee only for those days on which the employee is available.

Casual employees registered for casual work shall notify the Employer of the times of unavailability due to sickness or vacation.

- (e) Casual employees who are successful in competition for a regular position shall be subject to a probationary period only to the extent of fulfilling the required eight hundred and forty (840) hours of work with the Employer. If the regular position is one in which the employee's job classification changes, the employee will be required to complete a qualifying period as outlined in Article 12.4.

- (f) Casual employees who report for work at the call of the Employer and whose shift is cancelled shall be paid for the shift.

**CASUAL EMPLOYEE PROBATIONARY PERIOD**

- (a) Casual employees shall serve a probationary period of eight hundred forty (840) hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.
- (b) A casual employee who has not completed probation under this Article and who is reclassified as a regular employee shall serve a probationary period to the extent of fulfilling the required eight hundred and forty (840) hours.
- (c) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 12.4.

**APPENDIX 3**

Wage Rates for the following classifications will be as follows:

<b>Classification</b>		<b>January 20/95</b>	<b>February 1/96</b>
Geriatric Substance Abuse Counsellor	Start Rate	21.41	21.67
	Job Rate	23.49	23.77
Elder Abuse Counsellor	Start Rate	21.41	21.67
	Job Rate	23.49	23.77
Liaison Nurse	Start Rate	21.41	21.67
	Job Rate	23.49	23.77
Office Co-ordinator	Start Rate	17.09	17.30
	Job Rate	17.82	18.03
Office Assistant	Start Rate	14.83	15.70
	Job Rate	15.46	15.80

**MEMORANDUM OF UNDERSTANDING #1****JOB DESCRIPTIONS**

The Employer shall be obligated to provide job descriptions for each of the classifications as set out in Article 29 within three (3) months of date of signing this Agreement, and such job descriptions shall be prepared in consultation with the employees.

**MEMORANDUM OF UNDERSTANDING #2****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, authorizes 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.