

**COLLECTIVE AGREEMENT**

**between the**

**VICTORIA COOL AID SOCIETY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
(Streetlink, Swift House and Cool Aid  
Employment Service Bargaining Unit)**

**Effective from April 1, 1997 to March 31, 1998**

## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE 1 - PREAMBLE</b> .....	<b>2</b>
1.1 Purpose of Agreement .....	2
1.2 Future Legislation .....	2
1.3 Conflict with Regulations .....	2
1.4 Use of Terms .....	2
1.5 No Discrimination .....	3
1.6 Personal and Sexual Harassment .....	3
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS</b> .....	<b>5</b>
2.1 Bargaining Agent Recognition .....	5
2.2 Correspondence .....	5
2.3 No Other Agreement .....	5
2.4 No Discrimination for Union Activity .....	5
2.5 Recognition and Rights of Stewards .....	5
2.6 Stewards .....	6
2.7 Bulletin Boards .....	6
2.8 Union Insignia .....	6
2.9 Right to Refuse to Cross Picket Lines .....	6
2.10 Time Off for Union Business .....	6
2.11 Union Meetings .....	7
<b>ARTICLE 3 - UNION SECURITY</b> .....	<b>7</b>
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES</b> .....	<b>7</b>
<b>ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES</b> .....	<b>8</b>
<b>ARTICLE 6 - EMPLOYER'S RIGHTS</b> .....	<b>8</b>
<b>ARTICLE 7 - EMPLOYER/UNION RELATIONS</b> .....	<b>9</b>
7.1 Representation .....	9
7.2 Union Bargaining Committee .....	9
7.3 Union Representatives .....	9
7.4 Technical Information .....	9
7.5 Consultation .....	9
7.6 Labour Management Committee .....	9
<b>ARTICLE 8 - GRIEVANCE PROCEDURE</b> .....	<b>10</b>
8.1 Queries and Complaints .....	10
8.2 Grievance Procedure .....	10
8.3 Step 1 .....	10
8.4 Time Limits to Present Initial Grievance .....	11
8.5 Step 2 .....	11
8.6 Time Limit to Reply at Step 2 .....	11
8.7 Step 3 .....	11
8.8 Time Limit to Reply at Step 3 .....	12
8.9 Failure to Act .....	12
8.10 Time Limits to Submit to Arbitration .....	12
8.11 Administrative Provisions .....	12
8.12 Dismissal or Suspension Grievances .....	12
8.13 Deviation from the Grievance Procedure .....	12
8.14 Policy Grievance .....	13
8.15 Technical Objection to Grievances .....	13

8.16	Effective Date of Settlement .....	13
<b>ARTICLE 9 - MEDIATION AND ARBITRATION .....</b>		<b>13</b>
9.1	Investigator.....	13
9.2	Expedited Mediation/Arbitration Process .....	13
9.3	Notification .....	15
9.4	Assignment of a Single Arbitrator.....	15
9.5	Procedure of the Arbitrator.....	15
9.6	Decision of the Arbitrator.....	15
9.7	Disagreement on Decision.....	15
9.8	Expenses of the Arbitrator.....	15
9.9	Amending Time Limits .....	15
9.10	Alternative to Full Arbitration.....	15
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE .....</b>		<b>16</b>
10.1	Dismissal .....	16
10.2	Suspension .....	16
10.3	Dismissal or Suspension Grievance .....	16
10.4	Right to Grieve Other Disciplinary Action .....	16
10.5	Personnel File.....	16
10.6	Employee Performance Development .....	16
10.7	Right to Have Union Representative Present.....	17
10.8	Rejection during Probation.....	17
10.9	Abandonment of Position .....	17
<b>ARTICLE 11 - SENIORITY .....</b>		<b>17</b>
11.1	Seniority Defined.....	17
11.2	Loss of Seniority .....	18
11.3	Bridging of Service.....	18
11.4	Right to Grieve Other Disciplinary Action .....	18
<b>ARTICLE 12 - SERVICE CAREER POLICY .....</b>		<b>19</b>
12.1	Regular Employees .....	19
12.2	Posting Positions.....	19
12.3	Right to Grieve.....	19
12.4	Probationary Period and Trial Period.....	19
12.5	Postings .....	19
12.6	Notification to Employee and Union .....	20
12.7	Right to Grieve.....	20
12.8	Posting Letters .....	20
12.9	Equivalent Experience.....	20
12.10	Regular Daytime Positions .....	20
<b>ARTICLE 13 - LAYOFF AND RECALL .....</b>		<b>21</b>
13.1	Layoff.....	21
13.2	Recall.....	21
13.3	Application.....	21
13.4	Advance Notice.....	21
13.5	Severance Pay .....	21
<b>ARTICLE 14 - CAREER DEVELOPMENT .....</b>		<b>21</b>
14.1	Purpose.....	21
14.2	Education and Training .....	21
14.3	Conferences and Seminars .....	22
14.4	Training Assistance .....	22
14.5	Orientation and On-the-Job Training .....	22

14.6	Workshops .....	22
14.7	Promotions Requiring Training.....	23
14.8	Education Committee .....	23
<b>ARTICLE 15 - HOURS OF WORK .....</b>		<b>23</b>
15.1	Notice of Work Schedules.....	23
15.2	Exchange of Shifts.....	23
15.3	Hours of Work .....	23
15.4	Interruptions in Work Patterns .....	24
15.5	Rest Periods .....	24
15.6	Meal Breaks .....	24
<b>ARTICLE 16 - SHIFT WORK .....</b>		<b>24</b>
<b>ARTICLE 17 - OVERTIME .....</b>		<b>24</b>
17.1	Definitions.....	24
17.2	Authorization and Application of Overtime .....	25
17.3	Overtime Entitlement and Compensation .....	25
17.4	Overtime Compensation.....	25
<b>ARTICLE 18 - PAID HOLIDAYS .....</b>		<b>25</b>
18.1	Paid Holidays .....	25
18.2	Holiday Falling on a Day of Rest.....	26
18.3	Holiday Falling on a Scheduled Work Day .....	26
18.4	Holiday Coinciding with a Day of Vacation.....	26
18.5	Scheduling of Lieu Days .....	26
<b>ARTICLE 19 - ANNUAL VACATIONS.....</b>		<b>26</b>
19.1	Annual Vacation Entitlement .....	26
19.2	Vacation Earnings for Partial Years.....	27
19.3	Vacation Credits Upon Death.....	27
19.4	Vacation Scheduling.....	27
<b>ARTICLE 20 - SICK LEAVE, WEEKLY INDEMNITY AND LONG TERM DISABILITY</b>		<b>27</b>
20.1	Sick Leave Entitlement.....	27
20.2	Weekly Indemnity Plan .....	27
20.3	Long Term Disability Plan (LTD) .....	28
<b>ARTICLE 21 - GENERAL, SPECIAL AND OTHER LEAVE .....</b>		<b>28</b>
21.1	Leave Without Pay .....	28
21.2	Leave for Court Appearances.....	28
21.3	Bereavement Leave .....	28
21.4	Special Leave .....	29
21.5	Family Illness.....	29
<b>ARTICLE 22 - PARENTAL LEAVE .....</b>		<b>29</b>
22.1	Mother .....	29
22.2	Father.....	30
22.3	Adoptive Parents.....	31
22.4	Return to Employment.....	32
<b>ARTICLE 23 - WORKPLACE HEALTH AND SAFETY .....</b>		<b>32</b>
23.1	Purpose.....	32
23.2	Joint Workplace Health and Safety Committee.....	32
23.3	Investigation of Accidents, Incidents and Industrial Disease.....	32
23.4	First Aid Requirements and Courses.....	33
23.5	Injury Pay Provision .....	33

23.6	Transportation of Accident Victims.....	33
23.7	Hygienic Facilities .....	33
23.8	Dangerous Goods, Wastes and Harmful Substances.....	33
23.9	Violence in the Workplace .....	33
23.10	Employee Fitness and Mental Health .....	34
23.11	Scabies and Lice .....	34
23.12	Workplace Health and Safety Training.....	34
23.13	Communicable Disease .....	34
23.14	Video Display Terminals.....	35
23.15	Workers' Compensation Board Claim.....	35
<b>ARTICLE 24 - WORKPLACE CHANGE.....</b>		<b>35</b>
<b>ARTICLE 25 - CONTRACTING OUT.....</b>		<b>36</b>
<b>ARTICLE 26 - HEALTH AND WELFARE.....</b>		<b>36</b>
26.1	Basic Medical Insurance.....	36
26.2	Group Life and Accidental Death and Dismemberment Plans .....	36
26.3	Registered Retirement Savings Plan .....	36
26.4	Legislative Changes.....	36
26.5	Alcohol and Drug Abuse Program.....	36
26.6	Extended Health Benefits.....	37
26.7	Dental Plan.....	37
<b>ARTICLE 27 - WORK CLOTHING.....</b>		<b>37</b>
<b>ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>37</b>
28.1	Equal Pay .....	37
28.2	Pay Days .....	37
28.3	Formula for Hourly, Monthly and Annual Rates.....	37
28.4	Substitution Pay .....	37
<b>ARTICLE 29 - CLASSIFICATION.....</b>		<b>38</b>
<b>ARTICLE 30 - SUBSTITUTION AND RELIEF EMPLOYEES .....</b>		<b>38</b>
30.1	Relief Worker Staffing .....	38
30.2	Relief Call-Up Procedure .....	38
30.3	Block Booking of Relief Shifts .....	38
30.4	Health and Welfare .....	39
30.5	Designated Paid Holidays.....	39
30.6	Hours of Work .....	39
30.7	Casual Workers - Loss of Seniority .....	39
30.8	Casual Employees' Responsibilities.....	39
<b>ARTICLE 31 - GENERAL CONDITIONS .....</b>		<b>40</b>
31.1	Indemnity .....	40
31.2	Payroll Deductions.....	40
31.3	Personal Duties .....	40
31.4	Employment Standards Act.....	40
31.5	Copies of the Agreement .....	40
31.6	Vehicle Damage Indemnity.....	41
31.7	Personal Property Repair/Replacement.....	41
31.8	Disclosure of Information.....	41
31.9	Electronic Monitoring.....	41
<b>ARTICLE 32 - TERMS OF AGREEMENT.....</b>		<b>42</b>
32.1	Duration .....	42

32.2	Notice to Bargain .....	42
32.3	Commencement of Bargaining.....	42
32.4	Change in Agreement .....	42
32.5	Agreement to Continue in Force .....	42
<b>APPENDIX 1</b>	<b>.....</b>	<b>44</b>
	Rates of Pay .....	44
<b>APPENDIX 2</b>	<b>.....</b>	<b>45</b>
	Hours of Work Schedule.....	45
<b>APPENDIX 3</b>	<b>.....</b>	<b>46</b>
	New Positions.....	46
<b>APPENDIX 4</b>	<b>.....</b>	<b>46</b>
	Arbitrators.....	46
<b>LETTER OF UNDERSTANDING NO. 1</b>	<b>.....</b>	<b>46</b>
	Hours of Work.....	46
<b>LETTER OF UNDERSTANDING NO. 2</b>	<b>.....</b>	<b>46</b>
	Job Descriptions .....	46
<b>ADDENDUM 1</b>	<b>.....</b>	<b>47</b>
	Weekly Indemnity Insurance Provision.....	47
<b>LETTER OF INTENT NO. 1</b>	<b>.....</b>	<b>50</b>
<b>LETTER OF INTENT NO. 2</b>	<b>.....</b>	<b>50</b>
<b>LETTER OF INTENT NO. 3</b>	<b>.....</b>	<b>51</b>
<b>MEMORANDUM OF UNDERSTANDING NO. 1</b>	<b>.....</b>	<b>51</b>
	Hiring Process .....	51

**DEFINITIONS**

For the purpose of this Agreement:

- (1) *"bargaining unit"* is the unit for collective bargaining described in the certificate issued by the Labour Relations Board on February 13, 1981 and amended, covering employees of The Victoria Cool Aid Society for whom the B.C. Government and Service Employees' Union is the bargaining agent;
- (2) *"basic pay"* means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
- (3) *"continuous employment"* and *"continuous service"* mean uninterrupted employment with The Victoria Cool Aid Society;
- (4) *"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 employees on leave of absence;
- (5) *"demotion"* means a change from an employee's position to one with a lower salary;
- (6) *"employee"* means a member of the bargaining unit and includes:
  - (a) *"regular full-time employee"* is one who is appointed to a regularly scheduled position and is regularly scheduled to work an average of not less than thirty-three and one half (33.5) hours per week and not more than forty (40) hours per week.

A regular full-time employee is entitled to all benefits outlines in this Agreement.
  - (b) *"regular part-time employee"* is one who is appointed to a regularly scheduled position and works a minimum of sixteen (16) hours per week, but less than an average of thirty-three and one-half (33.5) hours per week.

A regular part-time employee is entitled to all benefits outlined in this Agreement, on a pro-rata basis.
  - (c) *"relief employee"* is one who is employed on an "on-call" basis to cover absences due to sick leave, vacation, special leave or any other approved leave or to fill a temporary vacancy or augment staff during peak periods. Relief employees will also be employed in positions to carry out short term projects created by special needs contracts that are subject to continual re-negotiation and/or immediate cancellation.
- (7) *"Employer"* means The Victoria Cool Aid Society;
- (8) *"holiday"* means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- (9) *"hours of operation"* due to the nature of the work, the hour of operation must be flexible;
- (10) *"layoff"* includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure, or reduction in services, or other material change in organization, and where work should become available, employees will be recalled in accordance with Article 13.

- (11)
- (a) *"Leave of absence with pay"* means to be absent from duty with permission and with pay;
  - (b) *"leave of absence without pay"* means to be absent from duty with permission but without pay;
- (12) *"promotion"* means a change from an employee's position to one with a higher maximum salary level;
- (13) *"resignation"* means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (14) *"rest period"* is 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;
- (15) *"seniority unit"* for the purpose of layoff and recall shall be The Victoria Cool Aid Society's premises. (It is understood that Cool-Aid Employment Services at the View Street location is a separate seniority unit);
- (16) *"termination"* is the separation of an employee from employment for cause pursuant to Articles 9 and 10 of this Agreement;
- (17) *"Union"* means the B.C. Government and Service Employees' Union.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to improve the quality of service. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship.

### 1.2 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.

### 1.3 Conflict with Regulations

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

### 1.4 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*



Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

### **1.5 No Discrimination**

- (a) The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.
- (b) The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or criminal or summary conviction that is unrelated to the employment of that person.
- (c) The parties, through the Labour/Management Committee established under Article 7 of this Agreement, agree to promote an awareness of human rights, also Employer responsibilities and employee responsibilities in the workplace.

### **1.6 Personal and Sexual Harassment**

- (a)
  - (1) The Union and the Employer recognize the right of the employees to work in an environment free from harassment. The Employer agrees to take all reasonable steps to protect its employees from harassment by employees, staff, clients and/or the general public. The Employer undertakes to discipline any person employed by the Victoria Cool Aid Society who is found to be engaged in harassment.
  - (2) An employee may contact the appropriate Employer representative, or a Union official, to discuss the resolution of a concern arising from alleged harassment prior to the submission of a formal complaint.
  - (3) The Union or the Employer, as the case may be, will notify the other party within three (3) days of any complaint received under this clause.
  - (4) Formal complaint of any alleged harassment must be submitted in writing to the Union and the Employer within forty-five (45) days after the latest alleged occurrence.
  - (5) A Union designate and an Employer designate shall investigate the complaint and shall submit a report to the Employer within twenty-one (21) days of receipt of the complaint. The Employer shall, within twenty-one (21) days of receipt of the report, give such orders as may be necessary to resolve the issue.
  - (6) For harassment complaints of a sexual and/or sensitive nature, the Union and the Employer may, by mutual agreement, appoint a single investigator. An investigator will be appointed within five (5) working days thereafter. The investigator will conduct an investigation and submit a report on the facts to the Employer within fifteen (15) days of being appointed, the results of which will then be communicated by the Employer, in confidence, to the Union.
- (b) Sexual harassment means engaging in conduct of a sexual nature that is uninvited and is known or ought reasonably to be known to be unwelcome and objectionable to the complainant, and shall be defined as:
  - (1) sexual assault;
  - (2) sexually suggestive remarks, compromising invitations, or demands for sexual favours;
  - (3) inappropriate or unwanted touching;
  - (4) repeated or persistent leering at a person's body;
  - (5) use or display of sexually offensive visual or written materials.

(c) Personal harassment means the persistent use of words, gestures, actions or visual displays which are known or ought reasonably to be known to be abusive or offensive to another person, and shall be defined as a pattern of:

- (1) verbal abuse, threats, insults, taunts or challenges in a manner likely to provoke a violent response or disorderly outburst, acts of intimidation, coercion, or a blackmail threat;
- (2) unsolicited and unwelcome remarks, jokes, innuendo or flagrant disrespect toward a person's body, attire, age, marital status, ethnic origin, religion, social culture, sexual orientation or gender;
- (3) uninvited practical jokes which embarrass;
- (4) unsought telephone calls or calls which serve no legitimate work-related purpose;
- (5) communications in language knowingly coarse, profane and/or provocative and offensive.

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

(e) Where a complaint is determined to be of a vexatious, vindictive or mischievous nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(f) Where either party to the preceding is not satisfied with the Employer's response, the complaint will, within twenty-one (21) days, be put before a panel consisting of a mutually agreed chairperson and a representative each from the Union and the Employer and the majority decision will be final and binding.

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

- (1) to be given notice of the substance of a complaint under this clause;
- (2) to be given notice of and to attend, participate in and be represented at any hearing which is held as a result of a complaint under this clause;
- (3) to have their workplace circumstances dealt with on a "without prejudice" basis pending determination of the facts of the case following completion of the investigation.

(h) An investigation panel hearing a complaint under this clause, shall have the authority to:

- (1) dismiss the complaint;
- (2) determine the appropriate level of discipline, and/or remedy; and/or
- (3) make such further order as may be necessary to provide a final and conclusive settlement of the complaint.

(i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the investigation panel.

(j)

- (1) When an employee believes that a client's behaviour constitutes harassment, the employee shall first review the specifics of the situation with the Programme Manager at a mutually agreed time to discuss the client's status and propose what appropriate action the employee believes ought to be taken according to the programme's operational guidelines;

- (2) Should the alleged harassment complained or be caused by someone neither employed by the Victoria Cool Aid Society nor a client of the Society, the employee shall review the situation with the Programme Manager to discuss what appropriate action ought to be taken in the circumstances;
- (3) If the employee is not satisfied with the Employer's responses in subsection (1) or (2) above, the employee may refer the complaint to the process outlined in the preceding sections of this Article.
- (k) Harassment does not include legitimate attempts by the Employer, in good faith;
- (1) to address workplace performance; and/or
- (2) to exercise the Employer's managerial supervisory rights and responsibilities.
- (l) The parties agree that all complaints of harassment will be dealt with exclusively pursuant to this clause. This clause does not imply that a person may not take action under the Human Rights Act.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on February 13, 1981, and as amended by the IRC on March 15, 1991 and as further amended by the LRB on April 27, 1994.

### 2.2 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her delegate. Unless the subject of the correspondence relates to a confidential matter, a copy will be provided to the stewards at a mutually agreed location.
- (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 clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or her/his designate.

### 2.3 No Other Agreement

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

### 2.4 No Discrimination for Union Activity

The Employer agrees that there shall be no discrimination, interference, or coercion against any employee in the matters of, rates of pay, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise for reason of membership or activity in the Union.

### 2.5 Recognition and Rights of Stewards

- (a) 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 for each jurisdictional area.

(b) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

(c) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) carrying out duties within the realm of assigned workplace health and safety responsibilities;
- (5) attending meetings at the request of the Employer.

## **2.6 Stewards**

The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

## **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. Each work location covered by this Agreement shall have such a bulletin board.

## **2.8 Union Insignia**

(a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer Union shop cards, for the Employer's places of operation, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized insignia of the Union shall include the designation "BCGEU." This designation shall, at the employee's option, be placed on correspondence typed by a member of the Union. This designation shall be placed below the typist's initials on any typewritten correspondence.

## **2.9 Right to Refuse to Cross Picket Lines**

(a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay.

(b) 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.

## **2.10 Time Off for Union Business**

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business;
- (3) for up to three (3) employees who are representatives of the Union on a bargaining

committee up to a maximum of three (3), to attend meetings of the bargaining Committee, and to carry on negotiations with the Employer;

(4) to employees called by the Union to appear as witnesses before an Arbitrator or Arbitration Board or the Labour Relations Board.

(b) *With Pay* — Leaves of absence with pay and without loss of seniority, or in the case of an employee not scheduled to work, compensated time off (CTO) and seniority accrual, will be granted to the Chairperson of the Union's Bargaining Committee to carry on negotiations with the Employer.

(c) To facilitate the administration of this section 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 article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **2.11 Union Meetings**

(a) The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular Union meetings.

(b) Meetings may take place at the worksite provided that:

- (1) there is two (2) weeks' notice to the Employer;
- (2) the date, time and location is mutually agreeable;
- (3) the meeting has a minimal impact on normal operations.

(c) Employees who are scheduled to work during the meeting may use their meal/rest breaks to attend provided that this has a minimal impact on normal operations.

## **ARTICLE 3 - UNION SECURITY**

(a) All employees in the bargaining unit who on February 13, 1981 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 February 13, 1981 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to February 13, 1981 to become a member of the Union.

## **ARTICLE 4 - 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 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 monthly in the second payroll period of each month 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 deductions and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amount deducted from each employee.
- (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 monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (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 each employee, without charge, a T4 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 prior to March 1st of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

#### **ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- (a) At the time of hire new employees will be:
- (1) 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;
  - (2) provided with a copy of the Collective Agreement;
  - (3) advised of the names and telephone numbers of the stewards and, if possible, introduced to her/his steward;
  - (4) advised of Article 1.6 of this Agreement and the commitment of both parties to maintain an environment free of personal and sexual harassment;
  - (5) advised of the policies of the Employer with regard to workplace ethics, standards and personnel practices.
- (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 during the first thirty (30) days of employment.

#### **ARTICLE 6 - 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.

**ARTICLE 7 - EMPLOYER/UNION RELATIONS****7.1 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.

**7.2 Union Bargaining Committee**

A Union Bargaining Committee shall consist of up to three (3) members of the bargaining unit as well as the President of the Union or his/her designate.

**7.3 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.

(b) In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

**7.4 Technical Information**

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 purposes.

**7.5 Consultation**

(a) The Employer agrees to involve the Union through the Joint Labour/Management Committee in a consultative process in the review, development and implementation of operational policy matters which may effect the employees covered by this Agreement.

(b) The Employer and the Union acknowledge that the service provided by the Victoria Cool Aid Society and the Employees covered by this Agreement is in the public interest. Therefore, the Employer shall take steps to keep employees aware and informed of changes in government policies which may affect the programs covered by this Agreement.

**7.6 Labour Management Committee**

(a) There shall be established a Labour/Management Committee composed of three (3) Union representatives and three (3) Employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees of "ad-hoc" committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

(b) The Committee shall meet at least every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee or shall be granted Compensatory Time Off for time spent on the Committee.

(c) An Employer representative and a Union representative shall alternate in presiding over meetings. The party not presiding over the meeting shall be responsible for recording the proceedings of the meeting.

- (d) The Committee shall not have jurisdiction over wages or any other matters of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee shall have the powers to make recommendations to the Union and to the Employer on the following general matters:
- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing grievances and misunderstanding;
  - (3) reviewing and seeking input on operational policy matters being considered for implementation by the Employer which may affect the employees covered by this Agreement;
  - (4) reviewing and sharing information or knowledge which either party may have as it relates to changes or anticipated changes in government policies or programs which may have an effect on the programs and services delivered by the Victoria Cool Air Society and its employees.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Queries and Complaints**

- (a) Should an employee have a query or complaint about any aspect of the Employer's operation, the employee is to seek an answer to their concern from the Employer before filing a grievance. The aggrieved employee shall have the right to have his/her steward present at such a discussion.
- (b) If the employee is not satisfied with the answer received to their concern or have their problem resolved to their satisfaction, the employee is to review their situation with their steward before proceeding with grievance action.
- (c) Nothing in this section shall in any way, however, limit an employee's right of access to the grievance procedure. And, during the operation of this section, furthermore, time does not run in respect of any grievance that may subsequently be filed.

### **8.2 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral awards, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

### **8.3 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the immediate supervisor is also the Employer's Step 2 designate, Step 2 may be omitted. In this case the employee shall record his/her grievance on the appropriate form in the manner prescribed in Article 8.4(a) and this shall be signed and dated by the Employer's Step 2 designate and forwarded to the representative of the



Employer authorized to deal with the grievances at Step 3. Pursuant to Article 8.7, the Employer shall reply in writing to the grievance within thirty (30) days of receipt.

Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

#### **8.4 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.3, must do so no later than thirty (30) days after the date:

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

#### **8.5 Step 2**

- (a) Subject to the time limits in Clause 8.4, the employee may present a grievance at this level by:
  - (1) recording his/her 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 his/her grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

#### **8.6 Time Limit to Reply at Step 2**

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff 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 representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) 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. In such cases, Clause 8.7(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

#### **8.7 Step 3**

- (a) The President of the Union, or his/her designate, may present a grievance at Step 3:
  - (1) within twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or

(2) within twenty-one (21) days after the Employer's reply was due.

(b) The presentation at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

### **8.8 Time Limit to Reply at Step 3**

(a) Within thirty (30) days of receipt of the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance.

(b) 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.

### **8.9 Failure to Act**

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

### **8.10 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3, 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) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due.

### **8.11 Administrative Provisions**

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail.

(b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this Clause shall not apply.

### **8.12 Dismissal or Suspension Grievances**

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration, with a copy to the Employer within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) 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 thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

### **8.13 Deviation from the Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

#### **8.14 Policy Grievance**

Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of the Agreement, the dispute shall be discussed at a meeting of the Joint Committee. Where no satisfactory agreement is reached, the grievance will be filed at Step 3.

#### **8.15 Technical Objection to Grievances**

It is the intent of both parties to the Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matters in dispute and to render a decision according to equitable principles and the justice of the case.

#### **8.16 Effective Date of Settlement**

Settlements reached at any step of the grievance procedure in this Article shall be applied so as to rectify the action or situation which gave rise to the grievance, but shall not be made retroactive prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by an arbitrator.

### **ARTICLE 9 - MEDIATION AND ARBITRATION**

#### **9.1 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 the Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, the investigator 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 investigators referred to in this article shall be Judy Korbin, Colin Taylor, or Miriam Groper, availability being the deciding factor.

#### **9.2 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 that have not already been exhausted by the parties.
- (b) The framework for the expedited mediation/arbitration process is as follows:
  - (1) all grievances shall be considered suitable for and resolvable by expedited arbitration except those dealing with dismissals, and those arising out of grievances filed pursuant to Article 1.5 - Harassment;
  - (2) an arbitrated outcome will be binding on the parties; mediation will result in recommended terms of settlement only;

- (3) when a mediator recommends terms of settlement to the parties, the cost will be borne in accordance with Section 103 of the Labour Relations Code: Employer – 1/3, Union - 1/3, Ministry of Finance – 1/3;
  - (4) the process may only be used after exhaustion of all steps of the grievance procedure;
  - (5) no legal counsel will be used by either party. The Union will use elected officers or Staff Representatives. The Employer will use representatives who are not part of the bargaining unit;
  - (6) the procedure cannot be used should an application for a Settlement Officer under Section 7 of the Labour Relations Code have been made by either party;
  - (7) the number of cases to be heard at any given time will not exceed three (3);
  - (8) the parties or their representatives will try to arrive at a prepared, agreed statement of facts for joint presentation to the mediator/arbitrator;
  - (9) wherever possible the appointee will attempt to secure a mediated settlement between the parties, and shall contain a summary of the reasons for the decision;
  - (10) in a case where the arbitrator must write a decision, such decision shall be brief and to the point, but shall contain a summary of the reasons for the decision;
  - (11) 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;
  - (12) formal rules of evidence will be waived except for the rule of "onus";
  - (13) the offices of Victoria Cool Aid Society and the Union will be used for the process on an alternating basis starting with the Union office;
  - (14) 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.
- (c) The procedure guidelines for the expedited mediation or arbitration process are as follows:
- (1) *Opening Statement*—The precis of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.
  - (2) *Hearing*—Sufficient witnesses should be called to ensure the facts and allegations are sufficiently canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.
  - (3) *Argument*—As agreed, the parties will not cite exhaustive legal precedents but will normally refer to Brown and Beatty or Palmer, etc. for summary purposes.
  - (4) *Mediation*—Counsel agree to accept some responsibility at this stage to assist the appointee assessing the evidence before him/her, including assessing credibility and/or contradictory evidence.
  - (5) *Decision*—If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his/her decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such opportunity should not be wasted or prolonged by either counsel continuing to argue the merits of their case.
- (d) The arbitrators agreed upon for the above process are Vince Ready and Dalton Larson.

### **9.3 Notification**

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question 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 8, notify the other party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.
- (b) Both parties agree to work towards minimizing any delays in the mediation/arbitration process.

### **9.4 Assignment of a Single Arbitrator**

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator within seven (7) days from the mutually agreed upon single arbitrators and set a date for the hearing as soon as possible thereafter.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

### **9.5 Procedure of the Arbitrator**

The arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

### **9.6 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

### **9.7 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days.

### **9.8 Expenses of the Arbitrator**

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

### **9.9 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.

### **9.10 Alternative to Full Arbitration**

Notwithstanding the foregoing, an expedited arbitration/mediation procedure will be established in accordance with Article 9.2.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

In all cases of discipline and dismissal except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

### 10.1 Dismissal

The Executive Director, or his/her designate, may dismiss or suspend any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal or suspension.

### 10.2 Suspension

(a) The Employer may suspend an employee for just cause. Notice of suspension shall be confirmed in writing and shall set forth the reasons for the suspension.

(b) Where an employee has been suspended pending an investigation of her/his conduct, the employer will make every reasonable effort to complete its investigation and make a decision within fourteen (14) days from the commencement of the suspension.

### 10.3 Dismissal or Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 of this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

### 10.4 Right to Grieve Other Disciplinary Action

Disciplinary action, grievable by the employee, shall include written censures, letters of reprimand and adverse reports or performance evaluation. 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 his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her 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.

### 10.5 Personnel File

(a) The President of the Union, or his/her designate, shall, with the written authority of an employee, be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, or his/her designate, as the case may be, shall give the Employer adequate notice prior to having access to such files.

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

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

### 10.6 Employee Performance Development

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee

has signed in the space indicating disagreement with the appraisal. 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 the Agreement.

(b) The employee performance development process is not intended to be disciplinary. Rather, it shall be used to inform both the employee and the supervisor of the employee's general progress, including areas for performance development.

### **10.7 Right to Have Union Representative Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be 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 his/her steward, providing that this does not result in an 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 local 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.

### **10.8 Rejection during Probation**

(a) The Employer may reject a probationary employee for just cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect job performance.

(b) Where an employee feels that she/he has been aggrieved by the decision of the Employer to reject the employee during probation, she/he may in accordance with Article 8, grieve the decision beginning at Step 2.

### **10.9 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

(a) For the purpose of the Agreement, "*service seniority*" shall mean the length of service as an employee of the Victoria Cool Aid Society. Relief employees shall accumulate seniority on an hourly basis. Regular employees shall accumulate seniority effective from their date of employment as a regular employee.

(b) Upon appointment to a regular position, an employee with accumulated relief worker hours shall be entitled to have those hours converted to equivalent days of service based upon seven and one-half (7½) hours to equal one (1) day, and twenty-one and three-quarter (21 ¾) days to equal one (1) month's service. Relief worker service shall be back-dated from the employee's date of appointment as a regular employee to establish a notional anniversary date of appointment as a "*regular employee*" for the purpose of this Agreement.

### **11.2 Loss of Seniority**

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days duration. An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the employee shall accept the first available position in the classification he/she held at the time of beginning the leave. An employee shall continue to accrue seniority if he/she is absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer.

An employee shall lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause;
- (b) subject to 10.9 she/he voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff more than one (1) year;
- (d) upon being notified by the Employer by registered mail at his/her last known address that he/she is recalled from layoff, fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days;
- (e) he/she is permanently promoted for an excluded position and has passed probation.

### **11.3 Bridging of Service**

If a regular employee terminates, as a result of a decision to care for a dependent child or dependent children, or an aging parent, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purpose of benefits on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **11.4 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (d) Upon the Employee's written 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.



- (e) 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 for filing.

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Regular Employees

- (a) Employees shall be considered regular employees if they have been appointed in writing to a regular position, whether full or part-time, in a permanent job.
- (b) Relief employees shall not work more than eighty (80) straight time hours biweekly. Thereafter overtime provisions shall apply.
- (c) *Positions to be Filled*

When a vacancy of a permanent or of a temporary nature expected to exceed ninety (90) calendar days occurs, or a new position is created, and is to be filled within the bargaining unit, the Employer shall post notice of the position on all bulletin boards within fourteen (14) calendar days of the vacancy occurring. The notice be posted a minimum of fourteen (14) calendar days so that all members will know about the vacancy or new position. Every effort shall be made to fill the vacancy within thirty (30) calendar days of the closing date for the posting.

### 12.2 Posting Positions

In order to provide current employees with the opportunity of obtaining a regular position, all vacancies will be posted internally and given consideration prior to external applications. Selections will be based on related experiences, qualifications, initiative, and seniority.

### 12.3 Right to Grieve

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, the employee may file a grievance in accordance with the grievance procedure as set out in Article 8 of this Agreement. Notwithstanding Article 8 of this Agreement, such a grievance shall be initiated at the second step of the grievance procedure within fourteen (14) days of notification of the promotion, demotion or transfer.

### 12.4 Probationary Period and Trial Period

- (a) "*Probation*" for an employee is the period immediately following appointment to a position.

For purposes of this sub-section, the six (6) month probationary period shall be the employee's first 950 hours of service or six (6) calendar months, whichever last occurs, but in any event shall not exceed one (1) calendar year. An employee's probationary period may be extended for just cause for a further period not to exceed six (6) months following consultation with the Union.

- (b) When a relief employee becomes a regular, or when a regular employee transfers into a different job, the employee will be required to undergo a ninety (90) day trial period during which the employee's ability to perform the new job will be assessed. During the trial period the employee will be transferred back to their old position with the Employer if their performance is deemed unsatisfactory, or the employee can request such a transfer back to their old position if they deem the job unsatisfactory.

### 12.5 Postings

- (a) Vacancies for permanent positions in the bargaining unit that are to be filled shall be posted within thirty (30) days of the vacancy occurring.

- (b) The notice of posting shall contain the following information: nature of position; qualifications; skills; whether shift work is involved; wage rate or range; and where applicable, specific location.
- (c) Notices shall be posted on the appropriate bulletin board at least fourteen (14) days prior to the closing date of the competition.
- (d) Except as otherwise required by funders and/or licensors, all job postings shall be deemed to be open to both male and female applicants and shall require union membership.
- (e)
  - (1) The Employer shall fill vacancies from within the bargaining unit prior to hiring new employees providing the employees who bid on the posting have the eligibility requirements identified in the position's applicable job description.
  - (2) Selections will be based on related experiences, qualifications, initiative and seniority.
- (f) Disputes regarding the application of the above shall be resolved through the grievance procedure.
- (g) The Employer agrees to make every reasonable effort to engage relief personnel to replace temporarily vacated positions due to illness, vacation leave or other such leave in order that the workloads of regular employees are not unnecessarily increased.

## **12.6 Notification to Employee and Union**

The Employer shall notify all applicants from within the bargaining unit as well as the Union as to the successful applicant for any posted position. The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being selected and areas where the employee can improve opportunities for advancement.

## **12.7 Right to Grieve**

Where an employee feels that he/she has been aggrieved by a decision of the Employer related to a posting decision or transfer, the employee shall first discuss the situation with the Employer in accordance with Article 12.6. If the employee is not satisfied with the explanation provided by the Employer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 8 within seven (7) days of meeting with the Employer.

## **12.8 Posting Letters**

Employees who will be absent from duty on vacation or authorized leave will be entitled to file a letter with their supervisor indicating positions they would apply for should vacancies occur while they are absent. Such letters will be valid only for the duration of the vacation or authorized leave, subject to the Employee providing the Employer with information as to where he/she may be contacted and the employee being available to attend any required interviews.

## **12.9 Equivalent Experience**

Where the Employer determines that it is prepared to have a particular position filled by persons possessing either specified educational requirements or equivalencies, the posting shall specify that equivalent experience is acceptable.

## **12.10 Regular Daytime Positions**

In the event the Employer creates positions with hours of work during the day, current regular staff will be offered that position based on qualifications and seniority.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff

In the event of a layoff the following shall apply:

- (a) relief workers shall be laid off in reverse order of seniority on a bargaining unit basis, prior to regular employees;
- (b) regular employees shall be laid off in reverse order of seniority on a bargaining unit basis.

### 13.2 Recall

Regular employees on layoff shall be recalled in order of service seniority. Relief employees shall be recalled in order of service seniority following the recall of all regular employees who wish to continue employment with the Victoria Cool Aid Society.

### 13.3 Application

Decisions made regarding employees to be laid off or recalled shall be subject to joint Employer/Union discussions. In the event of a reorganization which will displace several employees, a Joint Employer/Union Committee shall be formed to discuss the impending changes.

### 13.4 Advance Notice

- (a) The Employer shall notify regular employees, who are to be laid off, thirty (30) days prior to the layoff. If the employee has not had the opportunity to work regularly scheduled days, within the thirty (30) day period, he/she shall be paid in lieu of work for that portion of the thirty (30) day period during which regularly scheduled work was not made available.
- (b) Employees agree to give one (1) month's notice (thirty (30) calendar days) of termination to the Employer.

### 13.5 Severance Pay

In the event the program is discontinued or drastically cut back, severed employees shall receive two (2) weeks' full pay.

## ARTICLE 14 - CAREER DEVELOPMENT

### 14.1 Purpose

Both parties recognize that providing quality training and development opportunities will serve to enhance the job satisfaction of all staff and overall performance of the Society, and have a shared commitment to the implementation of appropriate and ongoing staff development and training programs. Both parties agree that the most effective staff development and training system is one in which all stakeholders have an active role in the planning and implementation process, and one in which the overall needs of the Society and individual needs are balanced. The design and implementation of the staff training will be undertaken in a non-discriminatory, non-arbitrary and fair manner ensuring that as much as possible, all employees have access to the program.

### 14.2 Education and Training

Recognizing the principles outlined in Article 14.1, decisions about appropriate training will not be made without prior consultation with the Union:

- (a) in-service training needs and programs, and training assistance;
- (b) training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications;

For approved training programs and/or conferences, expenses and fees will be paid by the Employer.

### **14.3 Conferences and Seminars**

The Employer will review on a continuing basis the practicability of having employees attend conferences and seminars of a specialized nature in their respective fields at the Employer's expense. Upon return from such conferences or seminars, the employee may be required to submit a report concerning the conference or seminar.

### **14.4 Training Assistance**

Where the Employer requires an employee to take a course to upgrade his/her knowledge, the tuition and related expenses incurred will be one hundred percent (100%) Employer paid.

### **14.5 Orientation and On-the-Job Training**

- (a) The Employer will provide orientation which will encompass both on-the-job-training and the review or study of other appropriate materials. Employees shall not be eligible for shifts unless they have completed the applicable orientation.
- (b) On-the-job orientation shall be paid by the Employer at the new employee's regular rate of pay and shall consist of:

Streetlink: Maintenance - four (4) hours; Cook - four (4) hours; Desk - four (4) hours  
Evening/Overnight - four (4) hours

Cool Aid Employment Services - four (4) hours

Housing Program: Swift House - eight (8) hours; Pandora - eight (8) hours

- (c) Employees moving from one regular position to another may require orientation. Such orientation will consist of eight (8) hours to be completed prior to assuming their new position. Reimbursement will be included in the pay for the period in which the orientation took place.
- (d) The employee responsible for orienting any other employee shall receive a premium of fifty cents (50¢) per hour spent orienting the new employee. Reimbursement will be included in the pay for the period in which the orientation was delivered.

### **14.6 Workshops**

- (a) Where there are mandatory staff workshops of one or more days' duration, relief staff will be called in for the shifts directly before and after the workshop day, to a maximum of three (3) shifts. The regular employee will be paid for the regularly scheduled shift they would normally have worked.
- (b) Employees attending regularly scheduled monthly staff meetings during scheduled time off shall receive equivalent time off at straight time.
- (c) Pursuant to (a) above, employees shall have the option of receiving monetary compensation in accordance with this Agreement, or compensatory time off.

(d) In the event the requirements regarding qualifications and training change for Social Service Workers, or a new position(s) is created requiring upgrading of current staff skills, the Employer will provide such upgrading in order that existing staff will meet the new requirements. No employee shall be laid off or terminated as a result of the Employer's establishment of new requirements regarding qualifications and training.

#### **14.7 Promotions Requiring Training**

(a) Employees who do not possess the required skills, training and experience, may apply for positions if they have begun, through appropriate activities, to improve qualifications. They shall be given the position on an interim basis for a period of ninety (90) calendar days. Upon completion of the ninety (90) calendar days there will be an assessment completed and if the employee does not qualify he/she will be returned to his/her former position and wage. The above is subject to meeting the requirements established by the funder.

(b) The decision of the Employer is subject to the grievance procedure under Article 8 of this Collective Agreement.

#### **14.8 Education Committee**

(a) A joint Education Committee will be established with two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.

(b) The Employer will inform the Committee of the total funds available from the funders and other sources for education and training.

(c) The Education Committee will make recommendations to the Employer regarding priorities in education and training in accordance with the principles outlined in the Article.

### **ARTICLE 15 - HOURS OF WORK**

#### **15.1 Notice of Work Schedules**

(a) Work schedules for regular employees shall be posted at least seven (7) days in advance of the starting day of a new schedule.

(b) Where a regular employee is called in with less than forty-eight (48) hours advance notice to replace another employee off work due to an approved emergency leave, the called in employee will receive fifty cents (50¢) per hour premium in lieu of the required forty-eight (48) hours advance notice of schedule changes.

#### **15.2 Exchange of Shifts**

Employees may exchange shifts, with the approval of the Employer, provided that notice in writing is given forty-eight (48) hours before the exchange is to take place and provided that there is no increase in costs to the Employer. Approval by the Employer will not be unreasonably withheld.

#### **15.3 Hours of Work**

(a) The hours of work of a regular employee in each of the areas identified below will normally be as follows:

(1) Streetlink - in accordance with Appendix 2 attached to this Agreement, inclusive of a paid meal break.

(2) Housing Program - a maximum of nine hours per day, inclusive of a paid meal break and

an average of 36 hours per week.

- (3) Employment Services - a flexible work schedule with a maximum of 10 hours per day, exclusive of an unpaid meal break and a maximum of 70 hours per pay period.
  - (4) Outreach - a maximum of 10 hours per day, exclusive of an unpaid meal break and a maximum of 70 hours per pay period.
- (b) Should the Employer wish to change the rotation of any posted position, said change shall:
- (1) be based upon bona fide operational requirements and client care needs; and
  - (2) shall be negotiated at the local level between the Union and the Employer, and shall be put in writing as a local Hours of Work Agreement.
- (c) Should there be no consensus at the local level on proposed rotation changes, there will be no change in the proposed hours of work until the matter has been referred to and discussed by the bargaining principals.
- (d) Should there be no consensus between the bargaining principals, the matter shall be referred to a special investigator agreed to by the parties.

#### **15.4 Interruptions in Work Patterns**

It is agreed that interruptions to patterns of days worked and days off in employee work schedules will be kept to a minimum.

#### **15.5 Rest Periods**

- (a) An employee will be entitled to four (4) fifteen (15) minute rest periods in a sixteen (16) hour shift to be taken at the employee's discretion as operational requirements permit.
- (b) An employee will be entitled to two (2) fifteen (15) minute rest periods in an eight (8) hour shift to be taken at the employee's discretion as operational requirements permit.

#### **15.6 Meal Breaks**

- (a) When an employee works a sixteen (16) hour shift, he/she will be given two (2) one-half ( $\frac{1}{2}$ ) hour meal periods.
- (b) When an employee works an eight (8) hour shift, he/she will be given a one-half ( $\frac{1}{2}$ ) hour meal period.

### **ARTICLE 16 - SHIFT WORK**

During the term of this Agreement there shall be no premiums for shift work.

### **ARTICLE 17 - OVERTIME**

#### **17.1 Definitions**

- (a) "*Overtime*" means work performed by a regular employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight time rate.

- (d) "Double time" means twice the straight time rate.
- (e) "Double time and one-half" means two and one-half times the straight time rate.

### 17.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime when the overtime worked is authorized by the Employer.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by the employees is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Joint Committee will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization.
- (c) Employees may opt for cash or compensatory time off (CTO) as overtime compensation. The Employer shall make every reasonable effort to accommodate scheduling of time off, but CTO not taken by fiscal year end shall be paid in cash.

### 17.3 Overtime Entitlement and Compensation

- (a) An employee will be entitled to compensation for authorized overtime for all hours worked in excess of
  - (1) the regularly scheduled hours of any scheduled shift on any given day; or
  - (2) the agreed upon averaging period of 80 hours in a pay period.
- (b) Notwithstanding the above, overtime shall be compensated in thirty (30) minute increments for time worked in excess of the regularly scheduled shift; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### 17.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first two (2) hours of overtime on a regularly scheduled work day;
- (b) double time for hours worked in excess of (a).

## ARTICLE 18 - PAID HOLIDAYS

### 18.1 Paid Holidays

Effective April 15, 1993, regular employees shall be entitled to five percent (5%) of annual earnings as compensation for the eleven (11) statutory holidays listed below:

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	

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

### 18.2 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular full-time or part-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

### 18.3 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday.

### 18.4 Holiday Coinciding with a Day of Vacation

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

### 18.5 Scheduling of Lieu Days

Days off work with pay taken in lieu of a designated paid holiday can be accumulated, and must be taken before March 31 of each year. Lieu days not taken by March 31 of each year shall be paid out in cash. Days of work with pay in lieu of a designated paid holiday may be taken in advance of the designated holiday, provided that they are taken in the period 30 days prior to the designated holiday.

## ARTICLE 19 - ANNUAL VACATIONS

### 19.1 Annual Vacation Entitlement

- (a) Regular employees' entitlement to vacation shall be based on their date of hire as a regular employee, subject to subsection (d) following, which shall be their fixed anniversary date.
- (b) Regular employees' vacation entitlement shall be calculated pursuant to subsection (e) following and shall be based on all hours worked, including hours worked as relief.
- (c) For employees working less than annual full-time equivalent hours, vacation entitlement shall be prorated and scheduled accordingly.
- (d) Upon obtaining regular employee status, relief employees shall be entitled to be credited with past service for vacation entitlement purposes according to Article 11.1(b). The date thus determined shall become their fixed anniversary date.
- (e) *Vacation Entitlement*

<b>Years of Service (Based on Fixed Anniversary Date)</b>	<b>Length (Full-time Equivalent)</b>	<b>Pay (As a % of Earnings)</b>
1st thru 3 <sup>rd</sup>	15 days	6.8%
4th thru 6 <sup>th</sup>	20 days	9.0%
7th thru 8 <sup>th</sup>	25 days	11.3%
9 <sup>th</sup>	30 days	13.6%



### **19.2 Vacation Earnings for Partial Years**

During the first partial year of service a new employee will earn vacation on a pro-rated basis.

### **19.3 Vacation Credits Upon Death**

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

### **19.4 Vacation Scheduling**

- (a) Vacation schedules will be circulated and posted by April 1st of each calendar year. Employees who do not exercise their seniority right within two (2) weeks of receiving the schedule shall not be entitled subsequently to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (b) Once approved by the Employer, the schedule shall not be changed other than in the case of an emergency, except by mutual consent of the Employer and the employee.

## **ARTICLE 20 - SICK LEAVE, WEEKLY INDEMNITY AND LONG TERM DISABILITY**

### **20.1 Sick Leave Entitlement**

- (a) Regular employees will earn sick leave credits at the rate of five and one-half percent (5½%). Accumulation is to start upon completion of probation, retroactive to the date of appointment as a regular employee.
- (b) For the purposes of this article, "sickness" shall be defined as a physical disability or extreme mental fatigue that prevents an employee from adequately performing the duties of their job.
- (c) Sick leave credits earned during the year may be used at the rate of seventy-five percent (75%) of a sick day's credit per day of illness during the elimination period before qualifying for the Wage Indemnity Plan.
- (d) Any unused sick leave credits at the end of the year will be retained to the employee's credit, to be used to top-up either:
  - (1) their personal sick leave paid under subsection (c) preceding; and/or
  - (2) their earnings under the Weekly Indemnity Plan.
- (e) Upon termination, employees will receive payment equal to one-half (½) of their unused sick leave credits.
- (f) Sick leave with pay is only available to cover illnesses or injuries which prevent an employee from attending work. Employees who are absent because of illness and/or injury may be required by the Employer to provide proof of illness and/or disability.

### **20.2 Weekly Indemnity Plan**

- (a) Regular full-time and regular part-time employees shall be covered by a weekly indemnity plan.
- (b) The amount of weekly benefit is calculated by applying seventy-five percent (75%) to the member's regular weekly rate of earned income. This amount is rounded to the next higher dollar. It may not exceed the maximum weekly benefit of four hundred and twenty-five dollars (\$425).
- (c) The weekly benefit will be paid in accordance with the provisions of the plan contract.

- (d) The Employer will pay one hundred percent (100%) of the premium, less the employee's portion of the UIC premium reduction which shall be the employee's contribution.
- (e) The weekly indemnity plan is to start the month following the signing of this Agreement.
- (f) Employees will be permitted to top up their seventy-five percent (75%) sick leave provision as provided in (b) above, by usage of accumulated sick leave under the old sick bank or accumulated compensatory time off at twenty-five percent (25%).

### **20.3 Long Term Disability Plan (LTD)**

- (a) An LTD Plan shall take effect beginning the 18th week of consecutive disability absence (following expiry of the weekly indemnity).
- (b) The Plan shall provide sixty-six and two-thirds percent (66 2/3%) of wages based on the regularly scheduled normal hours in the employee's posted position at the time of the disability claim, for a disability absence from the employee's own occupation for a period of twelve (12) months from the date of commencement of the benefit.
- (c) The Employer will pay one hundred percent (100%) of the premium.
- (d) In order to provide employees with a tax-free benefit once entitled to it, the Employer-paid premium will be shown on the employee's T-4 slip as "taxable income."

## **ARTICLE 21 - GENERAL, SPECIAL AND OTHER LEAVE**

### **21.1 Leave Without Pay**

- (a) Leave of absence without pay will be granted by the Employer to an employee requesting such leave (maximum one (1) year). The request to be made in writing and approved by the Employer. Such leave shall not be unreasonably withheld. Requests for extension of leave beyond one (1) year for education or other purposes will be considered.
- (b) Employees may request short-term unpaid leave. Such leave shall not be unreasonably withheld.

### **21.2 Leave for Court Appearances**

- (a) Time spent by an employee at court in his/her official capacity, or through court actions arising from employment shall be at his/her regular rate of pay.
- (b) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (c) Court appearances related to the Employer's business shall be considered time worked. There shall be a period of at least eight (8) hours between a court appearance and a regularly scheduled shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift, or to hours spent in court, whichever is applicable.

### **21.3 Bereavement Leave**

- (a) In the case of bereavement in the immediate family or household, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral. Such leave shall normally not exceed five (5) eight (8) hour time blocks.

(b) "*Immediate family*" is defined as the employee's parent, father-in-law or mother-in-law, spouse, child, brother, sister, grandparents, grandchild, and any other person permanently residing in the employee's household or with whom the employee permanently resides.

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

#### 21.4 Special Leave

Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the birth of the employee's child.

#### 21.5 Family Illness

(a) In the case of illness of a child in the household of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) eight (8) hour blocks paid leave at any one time for this purpose.

(b) In the case of serious illness of a spouse in the household of an employee, where it is deemed that the spouse must not be left unattended, and when no one at the employee's home other than the employee can provide for the needs of the ill spouse, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) eight (8) hour blocks paid leave at any one time for this purpose.

(c) Leaves taken under these clauses shall not exceed a total of five (5) eight (8) hour time blocks unless additional special leave is approved by the Employer.

### ARTICLE 22 - PARENTAL LEAVE

#### 22.1 Mother

(a) *Maternity Leave* — A regular employee shall be granted up to thirty (30) weeks maternity leave of absence without pay. (Inclusive of parental leave pursuant to Article 22.1(b) following). Such leave may commence eleven (11) weeks prior to the week in which her predicted date of delivery will occur or at any time thereafter at the request of the employee. In no case will an employee be required to return to work sooner than six (6) weeks following the birth or the termination of her pregnancy, unless a shorter time is requested by the employee and granted by the employer.

(1) *Benefits*

(i) for the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 21.1, Unpaid Leave.

(ii) the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) work days, the service of an employee who is on maternity leave shall be considered continuous for the purpose of seniority, and the Employer shall continue to make payment to any health and welfare plans in which the employee is enrolled in the same manner as if the employee was not absent.

(b) *Parental Leave – Mother* — Within the thirty (30) week leave period granted under Article 22.1, weeks nineteen (19) through thirty (30) inclusive will be considered parental leave. Parental leave will normally commence immediately following maternity leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant.

(1) *Benefits*

For weeks nineteen (19) through thirty (30) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of seniority and the Employer shall continue to make payment to any health and welfare plans in which the employee is enrolled in the same manner as if the employee were not absent.

- (c) *Parental Leave - Special Circumstances* — If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the natural mother may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined maternity leave and parental leave of thirty-two (32) weeks, i.e. no combination of maternity and parental leave may exceed thirty-two (32) weeks.
- (d) *Additional Leave* — Any further leave applied for beyond the normal thirty (30) week period or the thirty-two (32) week period for special circumstances will be unpaid leave without any benefits. Approval will be subject to the operational requirements of the Employer and will not be unreasonably withheld upon submission of a request with appropriate information.
- (e) *Sick Leave Provisions* — 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.
- (f) *Notice Requirement* — An employee shall make every effort to give fourteen (14) days notice prior to the commencement of maternity leave of absence, and at least fourteen (14) days notice of her intention to return to work prior to the termination of the leave of absence.
- (g) *Doctor's Certificate* — The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy and the expected date of delivery.
- (h) *Inability to Perform Duties* — If an employee is incapable of performing her duties prior to the commencement of her maternity leave, she may be required by the Employer to provide a doctor's certificate indicating the employee's general condition and expected date of delivery, and to take unpaid leave of absence.
- (i) *No Change in Condition* — The Employer shall not terminate an employee or change a condition of her employment because of the employee's pregnancy or her absence for maternity leave.

## 22.2 Father

- (a) *Parental Leave – Father* — Upon four (4) weeks notice and within fifty-two (52) weeks of the birth of his child, a natural father may apply for up to twelve (12) weeks parental leave without pay.
  - (1) *Benefits*
    - (i) for the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 21.1, Unpaid Leave.
    - (ii) for weeks five (5) through twelve (12) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of seniority, and the Employer shall continue to make payment to any health and welfare plan in which the employee is enrolled in the same manner as if the employee was not absent.
- (b) *Parental Leave Beyond Twelve (12) Weeks - Special Circumstances* — If the new born child will be or is at least six months of age at the time the child comes under the care of the mother, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a

physical, psychological or emotional condition, the natural father may apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of seventeen (17) weeks.

(1) *Benefits*

(i) For weeks thirteen (13) through seventeen (17) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of seniority and the Employer shall continue to make payment to any health and welfare plan in which the employee is enrolled in the same manner as if the employee was not absent.

(c) *Additional Leave* — Any further leave applied for beyond the normal twelve (12) week period or the seventeen (17) week period for special circumstances will be unpaid leave without any benefits. Approval will be subject to the operational requirements of the Employer and will not be unreasonably withheld upon submission of a request with appropriate information.

### 22.3 Adoptive Parents

(a) *Adoption Leave* — Upon request, a regular employee shall be granted up to thirty (30) weeks adoption leave of absence without pay. The employee shall furnish proof of adoption. Where both parents are employees of the same Employer, the employees shall decide which of them will apply for adoption leave.

(1) *Benefits*

(i) for the first twenty (20) work days of such leave the employee shall be entitled to the benefits under Article 21.1.

(ii) for the balance of an eighteen (18) week period, i.e. eighteen (18) weeks less twenty (20) work days, the service of an employee who is on adoption leave shall be considered continuous for the purpose of seniority, and the employer shall continue to make payment to any health and welfare plan in which the employee is enrolled in the same manner as if the employee was not absent.

(iii) the remaining twelve (12) weeks of adoption leave are subject to the provisions of Article 22.2(c).

(b) *Parental Leave - Adoption Parents* — In the event both adoptive parents are employees of the same Employer, any adopting parent who did not apply for adoption leave of absence without pay may on four (4) weeks notice and within fifty-two weeks from the date of taking custody, apply for up to twelve (12) weeks parental leave without pay.

(1) *Benefits*

(i) for the first twenty (20) days of such leave the employee shall be entitled to the benefits under Article 21.1;

(ii) for weeks five (5) through twelve (12) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of seniority, and the Employer shall continue to make payment to any health and welfare plan in which the employee is enrolled in the same manner as if the employee was not absent.

(c) *Parental Leave Beyond Twelve (12) Weeks - Special Circumstances* — If the adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the adoptive parent, and a medical practitioner certifies that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the adoptive parent may

apply for additional parental leave without pay. Five (5) weeks additional leave may be taken up to a maximum combined parental leave and parental leave (special circumstances) of seventeen (17) weeks.

(1) *Benefits*

(i) for weeks thirteen (13) through seventeen (17) inclusive, the service of an employee who is on parental leave shall be considered continuous for the purpose of seniority and the Employer shall continue to make payment to any health and welfare plan in which the employee is enrolled in the same manner as if the employee was not absent.

(d) *Additional Leave* — Any further leave applied for beyond the normal twelve (12) week period or the seventeen (17) week period for special circumstances will be unpaid leave without any benefits. Approval will be subject to the operational requirements of the Employer and will not be unreasonably withheld upon submission of a request with appropriate information.

## **22.4 Return to Employment**

An employee resuming employment after a maternity, adoption or parental leave of absence shall be reinstated in all respects to her/his previous position or to a comparable position, with all increments to wages and benefits to which she/he would have been entitled during the period of the absence.

## **ARTICLE 23 - WORKPLACE HEALTH AND SAFETY**

### **23.1 Purpose**

The Union and the Employer share a commitment to establishing workplace practices and environment which contribute to the health and safety of all employees. It recognized that the Employer is ultimately responsible for ensuring and implementing safe working procedures; and that is the responsibility of employees to follow safe working procedures.

Both the Union and the Employer agree to cooperate fully in all matters pertaining to the prevention of accidents, incidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### **23.2 Joint Workplace Health and Safety Committee**

(a) A Joint Union/Employer Workplace Health and Safety Committee will be established. The Committee will be composed of equal representation from Management and the Union. Employees who attend meetings of the Committee as representatives of the Union shall do so without loss of pay or shall be granted compensatory time off at straight time rates of pay for the time in attendance. The Committee will meet at least once a month.

(b) The Committee will function in accordance with the regulations of the Workers Compensation Board. All minutes of the meetings of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the Union Area Office and the WCB.

### **23.3 Investigation of Accidents, Incidents and Industrial Disease**

(a) Pursuant to the WCB Industrial Health and Safety Regulations, all accidents and incidents will be investigated cooperatively by a representative designated by the Union and one (1) Employer representative.

- (b) Reports will be made in a format acceptable to both parties and in compliance with the WCB regulations.
- (c) Reports will be submitted without delay to:
  - (1) the Workers' Compensation Board
  - (2) the WH&S Committee
  - (3) the Employer's designate
  - (4) the Union's Area Office

#### **23.4 First Aid Requirements and Courses**

- (a) The Union and the Employer agree that the WCB First Aid Regulations will be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the First Aid CPR and SOFA Certificates shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

#### **23.5 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 his/her shift without deduction from sick leave.

#### **23.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and the transportation home for employees requiring medical care as a result of an on-the-job accident or disabling illness, where no other appropriate means are available, shall be at the expense of the Employer.

#### **23.7 Hygienic Facilities**

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met. These supplies and facilities shall be as recommended by the Joint Workplace Health and Safety Committee.

#### **23.8 Dangerous Goods, Wastes and Harmful Substances**

- (a) The Employer will ensure that any employee required to work with or be exposed to any dangerous goods, wastes (including biomedical waste) or other harmful substance will be adequately trained in its identification, safe handling, use, storage and/or disposal.
- (b) Where an employee is required to obtain WHIMIS or other training, the cost will be borne by the Employer and leave without loss of pay, or compensatory time off at straight time rates, will be granted.

#### **23.9 Violence in the Workplace**

- (a) Both parties recognize the potential for violence directed against employees by clients exists within the programs and services offered by the Victoria Cool Aid Society, and agree to work cooperatively to minimize the potential and risk of such violence and create a safe, secure and supported environment for staff and clients. Such actions will include, but not be limited to, ensuring that staff are properly trained, that appropriate levels of staffing are in place, the workplace procedures and practices are such so as to minimize risk of injury from violent actions.

- (b) To ensure full compliance with (b) preceding, the Employer agrees that:
- (1) The Joint Workplace Health and Safety Committee will develop and propose procedures, policies and arrangements to address violence and the potential for violence in the workplace.
  - (2) Policies, procedures, and environment arrangements recommended by the Workplace Health and Safety Committee will be submitted to the membership of the Bargaining Unit for review and to the Victoria Cool Aid Society Board of Directors for adoption.
  - (3) Once adopted, any such policy, procedure or work environment arrangement will be respected and will not be changed by the Employer without first being referred back to the Committee for further recommendations.
  - (4) The Employer commits to address all acts and complaints of violence immediately to redress the situation, to prevent a recurrence and to take the appropriate precautionary steps to ensure the safety and security of the workers covered by the Agreement.
  - (5) Accordingly, in the event of an act of violence, the worker(s) involved will meet with the programme manager or designate and a Union Workplace Health and Safety representative without delay to attempt to resolve the matter.
- (c) Workers who may be required to work with potentially violent clients shall have the right to know any relevant non-confidential information known by the Employer regarding the clients' potential for violence, including information regarding past criminal convictions involving violence.
- (d) Grievances arising from the interpretation and application of this Article will be filed at Step 2.

### **23.10 Employee Fitness and Mental Health**

The Union and the Employer acknowledge that a program to promote the physical and mental health of employees would be a positive contribution to the workplace environment. The parties agree to investigate and explore how to develop, through the Joint Workplace Health and Safety Committee, such a program.

### **23.11 Scabies and Lice**

A worker who has contracted scabies or lice as a result of exposure in the workplace shall be entitled to:

- (a) leave without loss of pay for any scheduled shifts in the following twenty-four (24) hour period to deal with personal matters arising from the exposure;
- (b) be provided with an appropriate treatment.

### **23.12 Workplace Health and Safety Training**

- (a) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without loss of pay, to attend a Union sponsored Workplace Health and Safety Training course.
- (b) Leave will be granted for a period of two (2) days for a maximum of three (3) Workplace Health and Safety representatives once every two years.

### **23.13 Communicable Disease**

- (a) Both parties share a desire to prevent acquisition and transmission of communicable disease where workers may come into contact with a person and/or possessions of a person with a communicable disease. Accordingly, the parties agree that this issue will continue to be addressed by the Joint Workplace Health and Safety Committee. The Committee will consider, review and recommend policies on issues including:



- (1) preventative protocol measures, including education, hygiene, protection equipment and apparel and vaccinations;
  - (2) post-exposure protocols.
- (b) The parties agree that the Communicable Disease Advisory Committee of the Ministry of Health, where required, will be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.
- (c) The Employer agrees to address the recommendations made under this Article in the "Policies of the Society."
- (d) Where any costs are incurred by a recommendation of the Joint Workplace Health and Safety Committee that is adopted by the Society, it shall be borne by the Employer.
- (e) Any worker who may be required to come in contact with a client and/or possessions of a client with a communicable disease shall be provided with any relevant non-confidential information that has been revealed to the Employer or staff regarding the client's health status.
- (f) Workers will be granted a one (1) hour leave from work for an annual test for tuberculosis (TB).
- (g) The Employer will provide without cost to each worker Hepatitis B vaccine.

#### **23.14 Video Display Terminals**

The Employer agrees to make appropriate, reasonable accommodation of pregnant employees who are required to work with a video display terminal as part of their job. Such accommodation may involve the reassignment of shift responsibilities to other employees, provision of protective equipment, or other viable options that may be appropriate.

#### **23.15 Workers' Compensation Board Claim**

- (a) If an employee makes a claim for Workers' Compensation benefits, the employee shall be advanced the WCB benefits at the rate of seventy-five percent (75%) of their normal hourly rate for the hours claimed. If the WCB claim is allowed, any monies owing to the employee from WCB shall be remitted to the Employer to repay the WCB benefits advanced.
- (b) Should a claimant be advanced monies by the Employer and the WCB claim be denied, the employee may apply, pursuant to Article 20, for sick leave benefits in lieu. Should an employee who is denied a WCB claim and not have sick leave credits available to them, any monies previously advanced to the employee in anticipation of a successful WCB claim will be due and payable to the Employer on terms mutually agreed by the parties.
- (c) All health and welfare benefits normally accruing to the claimant will continue to be paid by the Employer for the duration of the claim recognized by the WCB. Statutory holiday entitlements shall not accrue during the WCB claim period, but vacation entitlement accruals shall continue as if the employee was at work.

### **ARTICLE 24 - WORKPLACE CHANGE**

In the event 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 covered by this Agreement, the Employer will abide by the provisions of the Labour Relations Code of B.C. relevant thereto.

## ARTICLE 25 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in a decrease of hours of work which would result in the laying off of such employees.

## ARTICLE 26 - HEALTH AND WELFARE

The following benefit Plans shall be made available to regular employees who are scheduled for a minimum of sixteen (16) hours of work or more per week.

Eligibility for registration in the Plan(s) shall occur upon successful completion of three (3) months' service as a regular employee, and shall be extended to eligible employees' spouses (including common-law, of same or opposite sex), and to eligible dependents, presuming the employee and/or other family enrollees are not subscribers to other comparable health and welfare plans.

### 26.1 Basic Medical Insurance

All regular full-time employees and all regular part-time employees shall be covered by the B.C. Medical Plan. The Employer will pay one hundred percent (100%) of the premium.

### 26.2 Group Life and Accidental Death and Dismemberment Plans

- (a) Regular full-time and regular part-time employees shall be covered by Group Life and Accidental Death and Dismemberment Plans.
- (b) The benefit is seventy-five thousand dollars (\$75,000).
- (c) The benefits will be paid in accordance with the provisions of the plan contract.
- (d) The Employer will pay one hundred percent (100%) of the premium.

### 26.3 Registered Retirement Savings Plan

- (a) The Employer agrees to contribute an amount equal to five percent (5%) of full-time regular employee's wage to an RRSP. This amount will be matched by an equal amount to be contributed by the employee. Contributions will also be made on relief hours worked by regular employees.
- (b) All deductions will occur at the end of the pay period and shall be paid to the employees account by the 15th day of the following month.

### 26.4 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated by this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

### 26.5 Alcohol and Drug Abuse Program

The Union and the Employer agree that the Joint Committee will undertake the investigation and development of a Joint Alcohol and Drug Abuse Program. The Committee will make recommendations to the principals regarding the establishment of the program.

**26.6 Extended Health Benefits**

- (a) Regular full-time and regular part-time employees shall be covered by an Extended Health Benefits Plan.
- (b) The benefits will be paid in accordance with the Plan contract.
- (c) The Employer will pay one hundred percent (100%) of the premium.

**26.7 Dental Plan**

Effective January 1, 1995, the Employer agrees to pay one hundred percent (100%) of the premium for regular employees under a mutually acceptable plan which provides:

- ◇ Part A - 100% coverage
- ◇ Part B - 75% coverage

**ARTICLE 27 - WORK CLOTHING**

- (a) The Employer will supply suitable latex gloves, rubber aprons, uniforms and other protective clothing for the use of employees where such clothing or equipment is:
  - (1) required to be worn by the Employer;
  - (2) recommended for use by the Joint Workplace Health and Safety Committee;
  - (3) required by Public Health authorities.
- (b) Wherever possible first consideration in purchasing these supplies will be given to products that are made in Canada and bear a Union label.

**ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES****28.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

**28.2 Pay Days**

Employees shall be paid biweekly on every second Friday. Employees will be paid to the end of the work week immediately preceding each pay day.

**28.3 Formula for Hourly, Monthly and Annual Rates**

The rates of pay for employees on an hourly basis are outlined in Appendix 1 of this Agreement.

**28.4 Substitution Pay**

- (a) When an employee temporarily substitutes in or performs the principal duties of a higher paying position, he/she will receive the rate for the position.
- (b) Regular employees, in order of seniority, shall be selected to substitute, subject to their ability to do the job.

- (c) Relief staff shall be recalled to perform duties of the regular employee who is substituting in the higher paid position.
- (d) No employee shall suffer a loss of pay during the two (2) week averaging period as a result of substituting in a higher paying position.

## **ARTICLE 29 - CLASSIFICATION**

Job descriptions for each classification in the bargaining unit shall be agreed to by the Joint Committee pursuant to Article 7. The Employer agrees that no new classification may be introduced without such agreement as regards job description and appropriate pay level.

If the duties of a current classification are substantially altered, the matter will be referred to the Joint Committee for discussion and creation of a new job description or pay level for a new classification. If the Joint Committee is unable to reach agreement, the matter shall be referred to the grievance procedure at Step 3 pursuant to Article 8.

## **ARTICLE 30 - SUBSTITUTION AND RELIEF EMPLOYEES**

### **30.1 Relief Worker Staffing**

- (a) The Employer and the Union agree that casual employees are required to provide backup staffing in the event of vacation, leave, emergencies and unforeseen situations. In order to facilitate the orderly dispatch of casual employees, the Employer will establish "on call" lists within each program.
- (b) Regular employees who have expressed a desire, in writing, to work additional hours, will be scheduled for hours that become available in their program as listed below based on seniority provided they have the knowledge, skills and ability to do the work. Additional hours that have become available shall only be scheduled if the hours do not conflict with the employee's regularly scheduled hours of work. Programs are Streetlink, Housing Program, Outreach and Cool Aid Employment Services.

### **30.2 Relief Call-Up Procedure**

Vacant shifts shall be filled in the following order:

- (a) Regular employees, who work additional shifts within their program, shall do so, to a maximum of eighty (80) hours per pay period. Shifts which become vacant within eight (8) hours of the conclusion of a regularly scheduled shift shall not be offered to regular employees.
- (b) All remaining shifts shall be offered to casual employees in accordance with their accumulated seniority within the program. Casual employees shall be entitled to work a maximum of an average of eighty (80) yours per pay period.

### **30.3 Block Booking of Relief Shifts**

The parties recognize the desirability of maintaining stability and continuity in filling vacancies expected to last more than a single shift, as well as the desirability in reducing disruption of scheduling of part-time employees. Accordingly the following procedure shall apply:

- (a) Relief assignments known, at the time of becoming vacant, to last a minimum of 90 calendar days, shall be posted as "*Term Positions*" in accordance with the posting provisions contained in this Agreement. The first calendar day of a vacancy shall be the first scheduled shift taken off, and the last calendar day shall be the last day immediately before the return date. Orientation in the relevant program shall not be a consideration, and will be provided to the successful applicant if necessary.

(b) Relief assignments expected to last a minimum of four shift cycles, shall first be offered as "*block assignments*" to qualified regular part-time employees in the work unit in order of their service seniority. Any further relief opportunities arising from this reassignment, shall be offered to regular part-time employees in the same manner, until such time as all reassignments are completed. Once this process has been completed, the remaining relief assignments shall be offered to casual employees who are qualified for the assignment in order of their relief seniority within the work unit. These assignments shall be offered as "block assignments."

(c) Relief assignments expected to last a minimum of two shift cycles, but less than four shift cycles shall be offered as a "block assignment" to casual employees who are qualified for the assignment in accordance with their relief seniority within the work unit.

(d) Relief assignments expected to last less than two shift cycles, shall be offered as individual shifts in accordance with Article 30.1(b).

### **30.4 Health and Welfare**

In lieu of sick leave, health benefits and RRSP benefits, relief workers will receive an additional forty cents (40¢) per hour, from the date of signing of this Agreement.

### **30.5 Designated Paid Holidays**

(a) Relief workers who work the day before and the day after a paid holiday, or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

(b) A relief worker who is qualified in (a) above to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.3.

(c) Those relief workers not meeting the criteria of (a) and (b) above will receive compensation at the rate of double time for all hours worked on Christmas Day.

### **30.6 Hours of Work**

Relief workers shall be entitled to be scheduled up to a maximum of forty (40) hours per week or two thousand and eighty (2080) hours per year. Relief workers shall not be required to work without a minimum of eight (8) hours off between shifts. If eight (8) hours are not offered between shifts, overtime rates will apply to all hours worked that shift.

### **30.7 Casual Workers - Loss of Seniority**

Casual workers will lose their seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates his/her position;
- (c) he/she refuses work on three consecutive occasions in a three month period.

### **30.8 Casual Employees' Responsibilities**

It is the responsibility of casual employees to ensure that the Employer is kept notified of their current mailing address, telephone number and availability. Where a casual employee indicates to the Employer in advance of an assignment of work that she/he is unavailable for work, he/she shall be removed from the list for the specified period of time.

Such notice shall be in writing and shall be given fair and reasonable consideration by the Employer.

**ARTICLE 31 - GENERAL CONDITIONS****31.1 Indemnity**

- (a) The Employer agrees to provide public liability insurance covering all employees.
- (b) In order that the above provision is binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- (1) when the employee is first approached by any person(s) or organization notifying him/her of intended legal action against him/her; or
  - (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events; or
  - (3) where any investigative body or authority first notifies the employee of any investigation or other proceedings which might lead to legal action against the employee; or
  - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
  - (5) when an employee receives notice of any legal proceeding of any nature or kind.

**31.2 Payroll Deductions**

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.

**31.3 Personal Duties**

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

Where an employee directly involved, feels a problem exists in this area, the Union or Employer may take the matter to the Joint Committee which will attempt to resolve the dispute.

**31.4 Employment Standards Act**

Where the Collective Agreement is silent, all relevant provisions of the Employment Standards Act of British Columbia will apply.

**31.5 Copies of the Agreement**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this reason, every employee shall be provided with a copy of the Collective Agreement.
- (b) The Union will photocopy sufficient copies and the Employer shall reimburse the Union for fifty percent (50%) of the cost.

**31.6 Vehicle Damage Indemnity**

- (a) Where the employee's vehicle, through no fault of the employee, is proved to have been damaged by a person in the care and custody of the Employer, or in the course of the employee's schedule duties on behalf of the Employer, the Employer shall reimburse the employee the lesser of the actual repair costs, or the costs of the applicable insurance deductible, to a maximum of one hundred dollars (\$100).
- (b) In order to be eligible for reimbursement pursuant to (a) preceding, the employee must provide the Employer with a copy of the police report filed on the damage incident, plus evidence of the insurance claim submitted.

**31.7 Personal Property Repair/Replacement**

- (a) Where an employee's personal possession(s) is/are damaged by a person who is a client of the society, the Employer shall pay, up to a maximum of one hundred dollars (\$100) towards the repair or replacement costs, provided such personal belongings are suitable and appropriate for use on duty, as determined by the Employer.
- (b) The Employer shall make available to employees a secure space in which they may store personal belongings such as purses and outer wear while they are at the worksite.

**31.8 Disclosure of Information**

- (a) The Employer undertakes to abide by the provisions of the Freedom of Information and Protection of Privacy Act of B.C. as it relates to any workplace issue that poses a danger to public health and safety.
- (b) Furthermore, the Employer encourages employees to bring forth in good faith their concerns about any aspect of VCAS business that is not grievable, in accordance with the following procedure:
  - (1) an employee shall direct her/his concern to the employee's immediate supervisor/manager;
  - (2) if the employee feels that their concern has not been adequately addressed at this level or if the concern relates directly to the immediate supervisor/manager the employee may refer the matter in writing to the Executive Director;
  - (3) the written notice should provide full particulars of the concern;
  - (4) the Executive Director will acknowledge, in writing, receipt of the employee's notice and will investigate and take such action as may be required respecting the concern;
  - (5) if the employee feels that her/his concern has not been adequately addressed at this level or if the concern relates directly to the Executive Director the employee may refer the matter in writing to the Chairperson of the Board of Directors.

**31.9 Electronic Monitoring**

If monitoring equipment is used to protect the safety of employees, clients and persons in the care or custody of the Employer or to protect the property of the Employer:

- (a) The monitoring equipment will not be installed without prior notification to the Union in writing;  
and
- (b) Monitoring equipment will not be installed by the Employer in staff washrooms or lunch rooms.

**ARTICLE 32 - TERMS OF AGREEMENT**

**32.1 Duration**

This Agreement shall be binding and remain in effect to midnight, March 31, 1998.

**32.2 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 February 1, 1998, but in any event, not later than midnight March 31, 1998.
- (b) Where no notice is given by either party to March 1, 1998, both parties shall be deemed to have been given notice under this Article on April 30, 1998 and thereupon Article 33.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Employer designate.

**32.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Section 33.2 of this Article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**32.4 Change in Agreement**

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

**32.5 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:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Jane Dewing  
Executive Director

\_\_\_\_\_  
Karen Luniw  
Bargaining Committee

\_\_\_\_\_  
Isobel Dawson  
Chair of Board of Directors

\_\_\_\_\_  
Paul Edmunds  
Bargaining Committee

\_\_\_\_\_  
Bryan Thomson  
Treasurer

\_\_\_\_\_  
Don Strom  
Bargaining Committee

\_\_\_\_\_  
Tony Arimare  
CSSEA

\_\_\_\_\_  
Harvey Hendrickson  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**APPENDIX 1**  
**RATES OF PAY**

Job Description	Effective November 30, 1997
<b>Social Service Worker (Hourly):</b>	
<i>Step 1</i>	14.34
<i>Step 2</i>	15.15
<i>Step 3</i>	16.16
<b>Bookkeeper (Semi-Monthly):</b>	518.77
<b>Cook:</b>	
<i>Step 1</i>	14.34
<i>Step 2</i>	15.15
<i>Step 3</i>	16.16
<b>Maintenance Person:</b>	
<i>Step 1</i>	14.34
<i>Step 2</i>	15.15
<i>Step 3</i>	16.16
<b>Cook Aid Employment Services Workers:</b>	
<i>Step 1</i>	14.34
<i>Step 2</i>	15.15
<i>Step 3</i>	16.16

**APPENDIX 2**  
**HOURS OF WORK SCHEDULE**

The parties agree to the work schedule as specified below.

The schedule below shall be implemented within 30 days of the required funding of the requisite hours per week being secured. It is further agreed that the parties will meet to discuss and plan the implementation through the Joint Labour/Management Committee.

Furthermore, the parties agree that the Labour/Management Committee shall review the schedule six months after implementation and should changes be required the matter will be addressed by the Joint Committee, or resolved in accordance with the procedures outlined in Article 15.3(b) of the Collective Agreement.

Positions	Schedule	Shift Start	Shift End	Hours	
				Weekly	Annual
Maintenance	5 on/2 off 4 on/3 off	7:00 am	3:00 pm	36	1872
Cook	5 on/2 off 4 on/3 off	10:00 am	6:00 pm	36	1872
Maintenance/Cook	5 on/2 off	Cook/Maintenance Shift alternating		40	2080
Registration	4 on/3 off 3 on/4 off	10:00 am	8:00 pm	35	1820
Mental Health	4 on/3 off 3 on/4 off	7:30 am	5:30 pm	35	1820
Activity WD	4 on/3 off	3:00 pm	11:30 pm	34	1768
Activity WE	3 on/4 off	3:00 pm	11:30 pm	25.5	1326
Community Support	4 on/3 off 3 on/4 off	9:00 am	7:00 pm	35	1820
Overnight	2 on/3 off	7:00 pm	7:00 am	33.7	1752
Snack	2 on/3 off	8:00 pm	8:00 am	33.7	1752

**APPENDIX 3  
NEW POSITIONS**

The Employer agrees to advise the Union in writing of any new positions within the Streetlink, Swift House and Cool Aid Employment Service operations, and the parties commit to abide by the promotion protocol developed jointly in May 1991.

**APPENDIX 4  
ARBITRATORS**

Following is the list of arbitrators agreed to by the parties to this Agreement pursuant to Article 9.4:

Vince Ready  
Dalton Larsen  
Catherine Wedge

**LETTER OF UNDERSTANDING NO. 1  
HOURS OF WORK**

The scheduled hours of work shall be in accordance with Appendix 2. However, the parties realize the mutual benefits derived by scheduling flexibility. The parties, therefore, agree to discuss these issues and any proposed changes, from time to time as necessary, using Article 13 of the Agreement and mutual benefit to deal with flexibility concerns.

**LETTER OF UNDERSTANDING NO. 2  
JOB DESCRIPTIONS**

During the term of the Collective Agreement, the Employer and the Union will review the employees' job duties against the master Provincial Government Classification Plan. It is clearly understood however that this review will be for information purposes only and will not result in any additional costs to the Employer during the term of the Collective Agreement.

**ADDENDUM 1**  
**WEEKLY INDEMNITY INSURANCE PROVISION**

**Definitions**

*"Totally disabled"* means that the member has a medically determinable and verified mental or physical impairment due to injury or disease which prevents him/her from performing in any setting, the regular duties of the occupation in which he/she participated just before the disability started.

**Amount of Benefit**

The amount of weekly benefit is calculated by applying seventy-five percent (75%) to the member's regular weekly rate of earned income. This amount is rounded to the next higher dollar. It may not exceed the maximum weekly benefit of four hundred and twenty-five dollars (\$425).

**Benefit Reductions**

The weekly benefit is reduced by any amount payable to the disabled member as a disability benefit by the Workers' Compensation Act or similar statute.

If a member is receiving disability or retirement income from other sources, the weekly benefit will be further reduced so that the total amount of disability and retirement income receivable by or on behalf of the member from all sources does not exceed one hundred percent (100%) of his weekly rate of earned income in force on the date he became totally disabled if the benefit payable to the member is taxable. If the benefit payable to the member is non-taxable, the one hundred percent (100%) will be applied to his weekly rate of earned income reduced by income tax deductions.

*"Other Sources"* include but are not limited to:

1. another group insurance policy, (including a policy under which the member is insured because he belongs to an association);
2. an automobile insurance policy;
3. a retirement income plan providing income that becomes payable only after the member became totally disabled;
4. a government plan providing disability income that becomes payable only after the member became totally disabled.

Income from the following sources will not reduce the weekly benefit:

1. a policy which is solely an individual disability income policy;
2. a disability attachment to an individual life insurance policy;
3. a government plan providing disability income if the insurer receives proof that the initial application for those disability benefits has been declined.

**Claims**

A claim must be received by the insurer within three (3) months after the date the member became totally disabled. The insurer may require:

1. proof the member continues to be totally disabled;
2. a medical examination by an independent physician appointed by the insurer; and
3. other information the insurer considers necessary for the assessment of a claim.

Proof of claim is at the claimant's expense.

There is a time limit for proceeding against the insurer for payment of a claim. A proceeding must be started within one (1) year of the insurer's receipt of the application for claim.

### **Rehabilitation**

While a member is disabled he/she may be eligible for rehabilitation services. Rehabilitation means any program for the purpose of returning a totally disabled member to remunerative employment that would provide an income equal to or greater than the disability benefit for which the member was insured when disability began, which:

1. is approved by the insurer;
2. is medically approved by a physician involved in treating the member; and
3. may involve, but is not necessarily limited to, one or more of:
  - (a) assessment;
  - (b) counselling;
  - (c) medical or psychological treatment;
  - (d) a vocational retraining or education program;
  - (e) trial work, part time work, or modified work.

### **Part Disability Benefit**

A partial disability benefit is payable to a member participating in a rehabilitation program. Income received by a member from a rehabilitation program is coordinated with the weekly benefit. The partial disability benefit is the weekly benefit payable reduced by fifty percent (50%) of the weekly rehabilitation income. The partial benefit is further reduced so that the total amount of rehabilitation income, partial disability benefit and income from "Other Sources" does not exceed one hundred percent (100%) of weekly rate of earned income in force on the date qualified for disability benefits. If the benefit payable to the member is non-taxable, the one hundred percent (100%) will be applied to this weekly rate of earned income reduced by income tax deductions.

A member participating in a rehabilitation program approved by the insurer continues to be considered totally disabled.

### **Payment of Benefit**

The insurer will pay the member the amount of weekly benefit in force on the date the disability began when the insurer received proof that he has been totally disabled for the qualifying period. The qualifying period begins on the date the member becomes totally disabled. A benefit equal to one-seventh (1/7) of the weekly benefit is payable for each full day he is totally disabled following the qualifying period.

If a member is absent from active work for more than one-half (1/2) of any day because he/she is totally disabled, the absence is considered one day of disability.

Benefits are payable from the later of:

1. the end of the qualifying period; or
2. the date the member is no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

Benefits are payable concurrently with any disability benefit the member is entitled to receive under the Workers' Compensation Act or similar statute.

Benefit payments stop on the earlier of the date the benefits period ends or the date that:

1. the member is no longer totally disabled;
2. the member participates in any occupation;
3. the member dies;
4. the member refuses to participate in an approved rehabilitation program;
5. the member refuses to participate in a vocational assessment;
6. the member fails to submit proof to the insurer that he/she continues to be totally disabled; or
7. the member fails to submit to a medical examination at the insurer's request, by an independent physician the insurer appoints.

When the benefit period ends, the member's weekly indemnity insurance terminates. When he/she fully recovers and resumes his/her regular work schedule, that insurance will be reinstated upon request. No benefits are payable if, within fourteen (14) days of reinstatement, he/she becomes disabled due to the same or related causes as the previous disability.

### **Subrogation**

If the insurer has paid a benefit for an injury or disease for which any third party is or may be liable for damages, it will be subrogated to the rights of the member against the third party, where permitted by law.

The insurer will require the member to sign an undertaking to reimburse the insurer. Reimbursement is required when the amount of Weekly Indemnity benefits paid, together with the amount recovered from the third party for lost income, exceeds one hundred percent (100%) of the member's rate of earned income. The amount the member must reimburse will not be greater than the amount of benefits paid.

The insurer will not be bound by any compromised settlement entered into between the member and the third party unless the member obtains the insurer's consent to the settlement.

If the member receives an amount for future loss of income under judgement or settlement, Weekly Indemnity benefits will be subject to the insurer's subrogated right of reimbursement. After the period covered by the future loss award, if the member continues to be totally disabled and if Weekly Indemnity benefits are still payable, the insurer will resume benefit payments.

### **Consecutive Periods of Disability**

If a member stops being totally disabled following a disability for which benefits are payable and, within fourteen (14) days, becomes totally disabled again from the same or related causes, the disability is considered to be a continuation of the previous disability.

The amount and the payment of benefit for consecutive periods of disability are determined from the Weekly Indemnity Insurance Provision in force on the date the previous disability began.

No weekly benefits are payable during a consecutive period of disability if any group long term disability benefit is available.

**Exclusions and Limitations**

No benefit is payable for:

1. a disability due to intentionally self-inflicted injuries;
2. a disability due to civil disorder or war, whether or not war was declared.

No benefit is payable during any leave of absence without pay mutually agreed upon by the member and the Employer. A leave of absence due to maternity will commence on the earlier of the agreed leave date or the date of birth of the child.

No benefit is payable for loss of income due to elective cosmetic or experimental surgery unless the surgery or treatment is for accidental injuries or unless the surgery is medically necessary as determined by the provincial Medicare plan in the province where the member resides.

A member is not considered totally disabled unless he/she is under the active, continuous, and medically appropriate care of a physician and is following the treatment prescribed by the physician for that disability.

A member is not considered totally disabled due to the use of drugs or alcohol unless he/she is being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre, a physician or an institution provincially designated for that treatment.

A member is not considered totally disabled due to psychological disorders unless he/she is under the active and continuous care of a psychiatrist or registered psychologist and is following the treatment prescribed by the psychiatrist or registered psychologist for that disability.

**LETTER OF INTENT NO. 1**

The administration will draft for the consideration of the Board of Director appropriate policy and procedures to ensure that the Union representatives may meet with the Board from time to time to present issues that may be of concern to the Union. Purpose of the policy will be to provide the Union an opportunity to advance policy issues; the normal problem-solving mechanism already in place with the Employer will continue and be followed by both parties.

**LETTER OF INTENT NO. 2**

The parties agree to discuss and recommend to the Board of Directors a draft policy that addresses the issue of support for employees in need of child care. The draft submission shall be jointly approved by the respective parties and may address whatever parameter or future direction re: the provision of child care the parties may mutually agree to pursue.



### LETTER OF INTENT NO. 3

The administration will present to the Board of Directors the Union proposals regarding Personal Research Copyrights for their consideration. Once the Board has reviewed the proposals and offered their observation, the issues will be referred to the Joint Committee, along with any draft policy(ies) attendant thereto that the Board may deem appropriate. The Joint Committee will review the Board submission, offer their observations/suggestions, and the matter will then be referred back to the Board prior to their finalization of any policy(ies) they may wish to adopt on either or both of the captioned issues.

### MEMORANDUM OF UNDERSTANDING NO. 1

#### HIRING PROCESS

#### 1. Background

Pursuant to the British Columbia Human Rights Act, the Society is committed to hiring practices that are free of discrimination and prejudice. The Board believes that the best hiring is done through unbiased competition within the requirements of the contracts that we have with our funding sources and the Collective Agreement(s) we have with our employees. The Society has made a commitment to inform the bargaining agent of all new positions that come available in the programs covered by the Collective Agreements.

#### 2. Steps in Posting a New Position

Once a need for a position and a funding source have been identified, the hiring process can begin.

- (a) Review and update the program description.
- (b) Write up the job requirements.
- (c) Write a job description.
- (d) Describe candidate requirements, skills, and education (minimum and ideal).
- (e) Describe how the job would fit into the organization, who it would report to, who it would supervise, what authority/independence it would carry, and what the objectives would be.
- (f) Secure funding for the position for the expected length of time that it will be open.
- (g) When the requirements for the new position have been determined and the necessary funding secured, the Society will inform the Joint Labour/Management Committee and advise it whether the Society believes the position should be excluded from or included in the bargaining unit.
- (h) If it is agreed that the position shall not be included in the bargaining unit, then the Society will post the position internally before posting it Society-wide or externally. The Society will indicate in the advertisement for the position that it is under review for exclusion/inclusion.
- (i) If it is agreed that the position will be included under the Collective Agreement, then the position will be posted internally first, that is, open to only members of the bargaining unit to apply. A predetermined list of criteria will be drawn up to review each application. This review will consider the following:

Experience - Education - Knowledge - Skills

Past Work Performance - Years of Continual Service

- (j) When the closing date for applications has been reached, a committee comprised of the Manager of the program, and any other Manager, or Executive Director will review the applications and create a short list of applicants to be interviewed.
- (k) If no suitable applicants for the included position are found within the bargaining unit, the job will be posted externally (i.e., to the other programs of the Society and to the general public, as required). The unsuccessful internal applicants will be informed of the fact. If requested, the Selection Committee will inform the applicants of the reasons their initial application was found wanting. They will be permitted to apply in any subsequent posting.
- (l) Interview questions must be consistent and asked of each candidate in the same order. However, as the candidates are rated, the application of the rating must be rigidly consistent as for each candidate. The interviews will be held after preparing the review criteria, the rating system, and the interview questions. After each interview, the interview team will assess each candidate's responses and record the results. After all the interviews have been completed, the results will be sealed for the duration of the appeal procedure and then destroyed if there is no appeal.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Jane Dewing  
Executive Director

\_\_\_\_\_  
Karen Luniw  
Bargaining Committee

\_\_\_\_\_  
Isobel Dawson  
Chair of Board of Directors

\_\_\_\_\_  
Paul Edmunds  
Bargaining Committee

\_\_\_\_\_  
Bryan Thomson  
Treasurer

\_\_\_\_\_  
Don Strom  
Bargaining Committee

\_\_\_\_\_  
Tony Arimare  
CSSEA

\_\_\_\_\_  
Harvey Hendrickson  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.