

**COLLECTIVE AGREEMENT**

**between the**

**VANCOUVER RESOURCE SOCIETY**

**and the**

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

**Effective from April 1, 1995 to March 31, 1998**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) *"basic pay"* means the basic hourly or daily rate of pay for a particular classification.
- (2) *"day of rest"* for an employee means a day, other than a holiday for which the employee qualifies, on which the employee is not ordinarily required to perform the duties of his/her position. (This does not include employees on a leave of absence.)
- (3) *"employee"* means a member of the bargaining unit employed to work on an hourly or live-in basis and includes:
  - (i) *"permanent full-time employee"* means an employee in a permanent, posted position who is employed for work of a continuous full-time nature;
  - (ii) *"permanent part-time employee"* means an employee in a permanent, posted position who is employed for work of a continuous part-time nature;
  - (iii) *"casual employee"* means an employee who is employed for work which is not of a continuous nature such as filling permanent positions that are temporarily vacant, either short or long-term, and special projects to augment permanent staff which are not continuous.

*Note: The expression "employee" shall not be construed to mean holders of managerial or confidential positions that are not part of the bargaining unit.*
- (4) *"Employer"* means the Vancouver Resource Society.
- (5) *"flex-time employee"* means an employee scheduled to work hours in excess of seven and one-half (7½) hours per day, pursuant to Article 14.4.
- (6) *"layoff"* means a cessation of employment resulting from the elimination of a job.
- (7) *"leave of absence without loss of pay"* means to be absent from assigned shift(s) of work without loss of basic pay, with the permission of the Employer.
- (8) *"leave of absence without pay"* means to be absent from assigned shift(s) of work without any remuneration from the Employer, but with the Employer's permission.
- (9) *"meal period"* is that period of time, as defined in Article 14.5, during which the employee is scheduled to have a meal, and during which it is expected that no work shall be performed on behalf of the Employer.
- (10) *"promotion"* means a change from an employee's position to one with a higher maximum salary level.
- (11) *"resignation"* means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

- (12) *"rest period"* is a paid interval which is included in the workday and is intended to give the employee an opportunity to have a rest, during which time it is expected that no work is to be performed on behalf of the Employer.
- (13) *"shift"* means the period of scheduled straight-time working hours on a scheduled workday.
- (14) *"spouse"*, for purposes of enrolment in the Dental Plan as provided in Article 24.2 and the Extended Health Plan in Article 24.3, is defined as a person to whom the employee is
- (a) married, or
  - (b) with whom the employee is living and has lived for a minimum of one (1) year as a couple, in a permanent relationship.
- (15) *"termination"* is the separation of an employee from the Employer pursuant to this Agreement.
- (16) *"Union"* means the B.C. Government and Service Employees' Union and includes locally elected or appointed officials who are employed by Vancouver Resource Society.

- PREAMBLE

**.1 Purpose of Agreement**

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

**.2 Future Legislation**

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

- (a) The remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

**.3 Conflict With Regulations**

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

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

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



## **.5 Sexual and Personal Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. An employee who believes she/he has been harassed may submit a complaint in writing to the Personnel Manager (or to the Executive Director where the Personnel Manager is the subject of the complaint). The complaint will include the name of the person being complained about (the respondent), a description of the alleged harassment and the remedy sought. On receipt, the Personnel Manager will forward a copy of the complaint to the Union Staff Representative. Complaints shall be held in confidence by all parties involved in the investigation of the complainant.

The Personnel Manager will investigate the complaint and provide a report to the complainant, respondent and Union Staff Representative within thirty (30) days of receipt of the complaint. This report shall include a finding as to whether or not harassment had taken place and what action, if any, the Personnel Manager has taken to resolve the complaint. This may include discipline up to and including dismissal. The time period for investigation may be extended with the consent of the Union.

The complainant, the respondent and any witnesses interviewed in this process are entitled to steward representation. A complainant may not be transferred without her/his consent. Where a complaint is found to be frivolous or vexatious, the Personnel Manager may take appropriate disciplinary action.

Where the complainant or respondent is not satisfied with the outcome of this procedure, a grievance may be initiated at Step 3 of the grievance procedure.

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

## **1.6 Discrimination**

The parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

## **- UNION RECOGNITION AND RIGHTS**

### **.1 Bargaining Unit Defined**

The bargaining unit shall consist of all employees of the Vancouver Resource Society, with the exception of the Executive Director, Program Director, Director of Care, Personnel Manager, Residential Coordinator, Accountant, Property and Construction Manager, Deputy Property and Construction Manager, Deputy Accountant, Fundraising Director, Volunteer Director, Residential Managers, and any other person(s) excluded by a determination of the Labour Relations Board.

### **.2 Bargaining Agent Recognition**

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

### **.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Chairperson of the Union Bargaining Committee and to the President of the Union or his/her designate.

#### **.4 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 representatives which may conflict with the terms of this Agreement.

#### **.5 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee by reason of his/her membership or activity in the Union.

#### **.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account operational considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

A steward 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, and will be granted as operational requirements permit.

Where possible, stewards' duties will be performed outside of scheduled work shifts. Where that is not possible, or where leave has been refused under this article due to operational requirements, other time will be made available, as required, to ensure the Union business is transacted.

Duties of the stewards shall include:

- (a) representation of employees at disciplinary hearings (Note: The Employer undertakes to ensure representation for employees facing disciplinary action);
- (b) investigation of complaints of an urgent nature;
- (c) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (d) supervision of ballot boxes and other related functions during ratification votes;
- (e) attending meetings at the request of the Employer.

#### **.7 Bulletin Boards**

At any Vancouver Resource Society residence where a private office exists and at the Vancouver Resource Society head office, the Employer shall provide a bulletin board. Where no private office exists, the Employer will supply a posting book. The use of bulletin boards and posting books shall be restricted to job vacancy postings from the Employer and to the business of the Union.

## **.8 Badges, Insignia and Union Shop Cards**

A Union member shall have the right to wear a Union pin or badge displaying the recognized insignia of the Union. At any Vancouver Resource Society residence where a private office exists and at the Vancouver Resource Society head office, the Union agrees to furnish the Employer with a Union shop card for posting on the Union bulletin board. Such cards will remain the property of the Union and shall be surrendered upon demand.

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

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **.10 Time Off for Union Business Without Pay**

- (a) Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee, to attend meetings of the bargaining committee. Additional persons for technical information or advice shall also be covered by the provisions of this clause;
  - (4) to employees called to appear as witnesses before an arbitrator or the Labour Relations Board of B.C.;
  - (5) to three (3) employees who are representatives of the Union on the Union's bargaining committee to carry on negotiations with the Employer.
- (b) To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that earnings advanced to employees pursuant to this clause shall be at the current rate of pay being earned, for the duration of the leave of absence without pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## **.11 Union Leave**

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

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

(b) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request;

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

**.12 Technical Information**

The Employer agrees to provide to the Union non-confidential information that is readily available relating to employees in the bargaining unit as may be required by the Union for collective bargaining purposes.

— **- UNION SECURITY**

(a) All employees in the bargaining unit who on October 30, 1989, 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 after October 30, 1989, shall, as a condition of continued employment, become members of the Union and maintain such membership.

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to October 30, 1989, to become a member of the Union.

— **- CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the regular 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. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose.

(b) Upon sufficient advance written notice, the Employer shall deduct from any employee who is a member of the Union, any general assessments levied in accordance with the Union constitution and/or bylaws and deemed owing by the employee to the Union.

(c) All required deductions shall be made in each payroll period and remitted to the President of the Union not later than twenty-eight (28) days after the date of the deduction. The Employer shall also provide a list of names of those employees for whom deductions have been made, along with the amounts deducted for each. The Employer agrees to provide annually a list of classifications by name of those employees paying dues.

(d) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. 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.

(e) 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, except by mutual agreement of the parties to this Agreement.

(f) At the same time that Income Tax T-4 slips are made available, the Employer shall, without charge, indicate on the T-4 slip the total amount of Union dues paid by the employee for the year captioned on the supplied T-4 slip. Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.

#### **- EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward, who will provide the employee with a copy of the Collective Agreement. Where operational requirements permit, the Employer agrees to grant a Union steward and new employees fifteen (15) minutes within their regular working hours, without loss of pay, for purposes of an interview between a steward and new employees some time during the first thirty (30) days of employment. The Employer will advise all new employees that a Union orientation shall be held at a scheduled time during the first pay day of each month at the Vancouver Resource Society office. When the Employer conducts a group orientation, the Union will be provided time on the agenda to meet with new employees.

#### **- EMPLOYER/MANAGEMENT RIGHTS**

##### **.1 Workplace Organization**

(a) The Union recognizes and affirms that the management and direction of employees in the bargaining unit are vested solely in the Employer, except as this Agreement otherwise specifies.

(b) Pursuant to subsection (a) preceding, the Union agrees:

(1) that the right to hire, schedule, transfer, counsel, discipline, promote, demote, and dismiss employees, is vested exclusively with the Employer;

(2) that the Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency;

(3) that the Employer may make, alter from time-to-time, and enforce reasonable rules of conduct and procedure to be observed by the employees when such rules are not inconsistent with this Agreement;

(4) that the Employer has the right to discipline or discharge employees for just and reasonable cause;

(5) that a claim that an employee has been unjustly disciplined or discharged may be subject to a grievance and dealt with in accordance with the grievance procedure of this Agreement.

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## - EMPLOYER/UNION RELATIONS

### **.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.

### **.2 Union Bargaining Committee**

A Union bargaining committee shall be elected and consist of three (3) representatives of the bargaining unit. With fourteen (14) days advance notice to permit replacement staffing, these representatives shall be relieved of the normal duties of their employment on the days of the negotiating sessions. The Union shall have the right at any time, to assign the assistance of members of the staff of the Union when negotiating with the Employer.

### **.3 Union Representatives**

(a) The Employer agrees that access to its premises will not be unreasonably denied by the Employer to representatives of the Union when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.

(b) The Union representatives shall provide reasonable notice to the Administrator or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of Employer's business.

(c) Pursuant to subsections (a) and (b) preceding, in order to facilitate the orderly as well as confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility, insofar as they are available, and insofar as operational requirements permit.

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## - GRIEVANCES

### **.1 Queries and Complaints**

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

### **.2 Grievance Procedure**

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

(a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or

- (b) the discipline, suspension or dismissal of an employee bound by this Agreement.

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

### **.3 Step 1**

In the First Step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have 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.

### **.4 Employee Grievance Time Limits**

An employee who wishes to file a grievance at Step 2 of the grievance procedure must do so no later than:

- (a) thirty (30) days after the date on which she/he was notified orally or in writing of the action or circumstance giving rise to the grievance; or
- (b) thirty (30) days after the date on which she/he first became aware of the action or circumstance giving rise to the grievance.

### **.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 this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting the grievance to the 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.

### **.6 Time Limit to Reply at Step 2**

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.

### **.7 Step 3**

- (a) The President of the Union or his/her designate may present a grievance at Step 3 within:

(1) fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to hand grievances at Step 2, or

(2) fourteen (14) days after the Employer's reply was due.

(b) Absent a settlement at Step 2, the Union, pursuant to subsection (a) preceding, shall submit the grievance to the Executive Director of the Society, who shall review the merits of the grievance with the Personnel Committee of the Board of Directors. The Union submission may include a short written brief outlining the Union position in detail. The Executive Director/Personnel Committee shall review the grievance within thirty (30) calendar days of receipt of the grievance at this step.

### **.8 Time Limit to Reply at Step 3**

On behalf of the Society, the Executive Director shall reply in writing to the grievance within five (5) days of the Executive Director/Personnel Committee review.

### **.9 Time Limit 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;
- (b) thirty (30) days after the Employer's decision was due.

### **.10 Administrative Provisions**

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

(b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate offices of the Employer or the Union.

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

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

### **.11 Time Limits**

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.

### **.12 Deviation From Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through



any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

### **.13 Policy Grievances**

Where the Union disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be processed starting at Step 3 within fourteen (14) days of the occurrence. Where no satisfactory agreement is reached pursuant to Step 3, the dispute may be submitted to arbitration as set out in Article 8.10 and Article 9 of this Agreement.

### **.14 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an arbitrator shall proceed pursuant to his/her authority as provided in the appropriate legislation, in order to determine the real matter(s) in dispute and to render a decision according to equitable principles and the justice of the case.

### **.15 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article shall be applied effective a date reached as part of the settlement, but in no case prior to the effective date of the Agreement in effect at the time of occurrence, or a date set by an arbitrator.

## **- ARBITRATION**

### **.1 Notification**

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 to submit the difference or allegation to Arbitration as outlined in Clause 9.2.

### **.2 Assignment of a Single Arbitrator**

- (a) When a party has requested that a grievance be submitted to an arbitrator and either party has requested that a hearing date be set, the parties shall assign an arbitrator from the mutually agreed-upon list of single arbitrators (Appendix II).
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) An arbitrator may be removed from the list by mutual agreement.

### **.3 Decision of Arbitrator**

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

### **.4 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which shall be done within seven (7) days in writing.

### **.5 Expenses of Arbitration**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

### **.6 Amending Time Limits**

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

### **.7 Investigator**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Barbara Bluman or Joan McEwen, or a substitute agreed to by the parties, shall at the request of either party;

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

### **.8 Implementation of Recommendations**

The Union and the Employer representative shall confer and may agree, without prejudice, to abide by and implement the mediation recommendations that result from a hearing under Article 9.7.

## **- DISMISSAL, SUSPENSION AND DISCIPLINE**

### **.1 Burden of Proof**

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

### **.2 Notice of Dismissal or Suspension**

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

### **.3 Dismissal and Suspension Grievances**

The parties agree that, in certain situations, it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without loss of pay until the Employer makes a decision relative to imposing discipline.

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance 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 or his/her designate and the Bargaining Unit Chairperson within five (5) days of the action being taken.

#### **.4 Right to Grieve other Disciplinary Action**

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports and, subject to Article 10.6(e) following, employee performance evaluations.
- (b) Without limiting an employee's rights under this article, an employee shall be entitled to respond, in writing, to any entry on his/her file that the employee disputes, which response will be appended to the challenged entry.
- (c) When an employee pursues recourse through the grievance procedure as provided in this article, the eventual resolution thereof shall become part of his/her personnel record.
- (d) Any documents produced by the Employer -- with the exception of performance evaluations -- shall be removed from the employee's file after the expiration of eighteen (18) months from the date of issue provided there has been no further infraction.
- (e) An employee and the Union shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action.
- (f) 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.

#### **.5 Personnel File**

- (a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, 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 being permitted access to such file. Access to the file shall be no later than seven (7) days after notice is given.
- (b) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after notice is given.

#### **.6 Evaluation Reports**

- (a) Where a formal evaluation of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the evaluation, away from the worksite.
- (b) The employee shall sign the evaluation within forty-eight (48) hours of receipt of the evaluation. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the evaluation, the other indicating that the employee has read and disagrees with the evaluation.
- (c) An employee shall receive a copy of the signed evaluation at the time of signing.

(d) Evaluations shall form part of the employee's permanent record, subject to subsection (e) following.

(e) (1) Should an employee disagree with the contents of a performance evaluation and signify their disagreement by signing in the appropriate spot on the evaluation, the employee may, within twenty-one (21) calendar days of receipt of the evaluation, file a complaint about the evaluation pursuant to Article 8.1 of this Agreement.

(1) When a complaint is filed pursuant to Clause (1) preceding, the Employer shall review the evaluation with the employee and the supervisor involved. The Employer also agrees to undertake a second, follow-up evaluation to be completed within ninety (90) calendar days of the original evaluation.

(2) Should the employee being evaluated take issue with the follow-up evaluation, the employee may file a grievance over the follow-up evaluation, which shall replace the original evaluation and become a permanent part of the employee's personnel file.

### **.7 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her supervisor within a reasonable time thereafter, and who cannot give an acceptable reason for his/her absence, shall be considered as having abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

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

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

Where a supervisor intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.

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

### **.9 Work Performance Interview**

When the Employer intends to interview an employee with regard to a work performance issue prior to the start of the employee's next shift, the Employer will, subject to operational requirements and client care needs:

- (a) make every effort to schedule such interviews to coincide with the employee's work schedule;
- (b) allow time for the employee to contact a shop steward.

### **.1 Seniority Defined**

- (a) Seniority for hourly employees shall be defined as the length of a permanent employee's continuous employment with the Employer, and shall accumulate on the basis of all hours worked during that continuous employment.
- (b) Seniority shall include all continuous service with the Employer prior to certification of the Union.
- (c) Upon completion of the probationary period, the initial date of employment shall be the starting date used for the purpose of calculating seniority.
- (d) Seniority for live-ins shall be calculated on the basis of the number of shifts worked. In converting live-in shift seniority to an hourly basis, the factor seven and one-half (7½) shall be the multiplier used in calculating seniority hours.

### **.2 Probationary Period**

It is understood that all new employees will be subject to a probationary period of sixty-five (65) days worked, or four hundred and eighty-seven and one-half (487.5) hours, up to a maximum six (6) months. The Employer shall not dismiss a probationary employee except where the employee is unsuitable for continued employment in the position for which he/she was hired. The test of just and reasonable cause shall be a test of suitability for continued employment provided that the factors involved in suitability could reasonably be expected to affect work performance.

When an employee believes she/he has been aggrieved by a decision of the Employer to reject on probation, an employee may file a grievance commencing at Step 2 of the grievance procedure.

### **.3 Seniority Lists**

Seniority lists for permanent employees shall be posted in the months of January and July. Seniority lists for casual employees shall be posted in the months of January, April, July, and October. A copy of the seniority lists shall be supplied to the President of the Union or his/her designate and to the Bargaining Union Chairperson. Such lists shall be open for correction for a period of thirty (30) calendar days following the posting, after which the seniority list will be considered accurate.

Seniority lists shall contain the following information:

- (a) employee's name
- (b) date from which employee's service seniority is calculated
- (c) employee's current classification and length of service in same.

### **.2 Accrual and Continuation of Seniority**

Seniority shall be accrued pursuant to Article 11.1, which shall include:

- (a) time lost as a result of occupational illness or injury compensable by Workers' Compensation Board;
- (b) illness or injury compensable by the Employer's personal sick leave or weekly indemnity benefit coverage plans;

- (c) approved leave of absence with pay (including statutory holidays and vacation periods);
- (d) approved leave of absence without pay up to twenty (20) work shifts;
- (e) approved maternity, parental and adoption leave;
- (f) Union leave pursuant to Article 2.10.

All other interruptions in service shall result in a break in seniority service for the duration of the interruption. Upon return to work following such a break, an employee shall have their seniority adjusted accordingly.

*N.B. The preceding clause relates strictly to seniority service credit only. For benefit entitlement continuation on any leave of absence under this Collective Agreement, the relevant leave of absence and/or health and welfare provision must be consulted.*

#### **.4 Loss of Seniority**

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

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff for more than twelve (12) months.

#### **.2 Re-employment After Voluntary Termination**

When an employee voluntarily leaves the Employer's service and is rehired by the Employer within sixty (60) calendar days, the employee shall be re-employed with credit for all seniority accrued up to their date of termination, but without credit for any of the termination period. All other prerequisites and benefit entitlements, however, shall be provided in accordance with the Collective Agreement provisions applying to newly hired employees.

#### **.5 Same Service Seniority**

When two (2) or more employees have identical continuous service and seniority hours and where mutual agreement cannot be reached as to whom shall be deemed senior, then seniority shall be determined by a game of chance chosen and administered by the Employer and the Union.

### **- JOB POSTING PROCEDURE**

#### **.1 Vacancy Posting**

When a job vacancy in a permanent position occurs, as determined by the Employer, the job shall be posted.

- (a) Vacancies of a permanent nature that are to be filled shall be posted within seven (7) days of their occurrence.
- (b) A "permanent vacancy" shall occur when a new position in excess of six (6) months' duration is created, or when an incumbent, permanent employee terminates and their position continues.

- (c) A "temporary vacancy" shall be for any job of a continuous, regular nature that is not a "permanent vacancy" but, pursuant to Article 12.4, will have a minimum sixty (60) days' duration.
- (d) Vacancies shall be posted in the Vancouver Resource Society office and on the Union bulletin board or posting book at each worksite for a period of fourteen (14) days.
- (e) A copy of all postings shall be sent to the Chair of the Bargaining Committee.

Applicants for vacant positions shall submit a bid on the appropriate form, noting relevant qualifications and experience. Selection shall be made by the appropriate supervisor. Selection will be based upon qualifications, knowledge, education, ability, skills, experience, and personal suitability, as determined by the Employer, and seniority. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

## **.2 Temporary Promotion or Transfer**

An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

## **.3 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance at Step 2 of the grievance procedure, pursuant to Article 8 of this Agreement.

## **.4 Positions Vacated**

When the Employer has been notified, in writing, that a temporary vacancy in a permanent posted position will have a duration of sixty (60) days or more, the Employer will post the temporary vacancy from the onset of the absence for the duration of the expected leave. The vacancy shall be filled pursuant to Article 12.1.

## **.5 Notification to Union and Employee**

Within seven (7) calendar days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted on all BCGEU bulletin boards and posting books. Upon request, unsuccessful applicants shall be advised of the reasons why they were unsuccessful. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment.

## **- DISPLACEMENT, BUMPING, LAYOFF AND RECALL**

### **.1 Displacement and Bumping**

- (a) In the event of a reduction in posted hours, the employee shall be entitled to fourteen (14) days' notice in writing.

(b) An employee displaced from posted hours may bump a less senior employee in the same classification and in the same Seniority Unit, provided the junior employee works the same or fewer hours than the posted hours being displaced.

(c) Bumping rights must be exercised within seven (7) calendar days of receipt of the notice referred to in (a) above.

## **.2 Layoff and Recall**

In the event of a reduction in staff compliment resulting in layoff, the following shall apply:

(a) employees shall be laid off by classification in reverse order of seniority within a Seniority Unit;

(b) employees on layoff shall be recalled in order of seniority within a Seniority Unit;

(c) in the event of a permanent layoff, permanent employees will be given one (1) week's notice for each one (1) year of continuous service with the Employer, to a maximum of eight (8) weeks, or severance pay in lieu of notice;

(d) part-time employees entitled to severance pay pursuant to sub-section (c) preceding shall be compensated on the basis of the ratio of their hours worked in the year immediately preceding the date of notice of layoff bears to full-time equivalent hours.

## **- HOURS OF WORK**

### **.1 Continuous Operation**

(a) The Society operates on a twenty-four (24) hour, seven (7) day per week basis.

(b) No shift shall be less than four (4) hours nor more than twelve (12) hours, subject to Article 14.2.

(c) An employee who reports to work at the request of the employer shall be paid a minimum of four (4) hours' pay except where the employee does not commence work, in which case he/she shall be paid two (2) hours' pay.

(d) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates apply until such time as the employee has a break of eight (8) hours.

(e) Where an employee exercises seniority rights to work a shift that starts within eight (8) hours of a shift worked, (d) does not apply.

(f) Schedules of shift work for employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

### **.2 Live-in Personal Care Attendants' Hours**

(a) The annual days of work for full-time permanent Live-In Personal Care Attendants shall be 261, including statutory holidays and vacation.



- (b) The hours of work for Live-In Personal Care Attendants shall be on a 24-hour basis as per client care needs.
- (c) The hours of work for Live-In Personal Care Attendants shall be on a twenty-four (24) hour basis as per client care needs, except that attendants shall receive a block of four (4) clear hours between 0800 - 2200 free from client care responsibilities each day away from the worksite.
- (d) Employees shall not be scheduled for more than five (5) consecutive days of work without a minimum break thereafter of two (2) days. For purposes of this Agreement, a 'day' shall be defined as any period of twenty-four (24) consecutive hours, calculated from either the starting or the ending point of a shift of work, whichever applies.
- (e) Permanent part-time Live-In Personal Care Attendants who have expressed desire, in writing, to work additional shifts, will be scheduled for shifts that have become available based on the employee's availability, personal suitability, skill, and experience, as determined by the Employer, and seniority. The opportunity to work additional shifts will not be offered in the event that the result would be a reduction in the scheduled shifts of other employees.
- (f) Employees under this article working hours in excess of those expressed herein will be paid at the applicable rate.

### **.3 Employees Scheduled on Hourly Basis**

- (a) Exclusive of paid meal periods, total annual hours of work for permanent full-time hourly employees shall be an average of 1950 hours a calendar year, inclusive of statutory holidays and vacation.
- (b) Subject to the flextime provisions of this Agreement, daily hours of work for full-time permanent hourly employees shall be seven and one-half (7½) averaging thirty-seven and one-half (37½) hours per work week.
- (c) Employees shall not be scheduled for more than six (6) consecutive days of work without a minimum break thereafter of 48 hours before being scheduled for additional regular shift-work.
- (d) Permanent part-time hourly employees who have expressed a desire, in writing, to work additional hours, will be scheduled for hours that have become available based on the employee's availability, personal suitability, skill and experience, as determined by the Employer, and seniority. Where two (2) or more applicants are equal, the one with the greater seniority will be given the additional hours. The opportunity to work additional hours will not be offered in the event that the result would be a reduction in the scheduled hours of work of other employees. Additional hours requested and assigned may, by the mutual agreement of the Employer and the employee, be subject to the flextime provisions of this Agreement.

### **.4 Flextime (Hourly Employees Only)**

- (a) The Employer may authorize an employee through mutual agreement to work flextime for no less than a two (2) week period. The averaging period shall start on a Monday and end on a Sunday. Any employee who works more than seventy-five (75) hours in an averaging period shall be covered by the provisions of Article 15 - Overtime.

(b) When an employee works more than the maximum flextime hours specified under this article, such overtime may be claimed as earned time off (ETO). Such ETO is to be scheduled by mutual agreement by March 31st of the following year in which it was earned.

(c) Earned time off may be accumulated up to a maximum of seventy-five (75) hours, and will be scheduled off, upon the employee's request, including being added to holiday time, subject to the operational requirements of the residence concerned.

## **.5 Rest and Meal Periods**

(a) There shall be a fifteen (15) minute rest period in each half of any full shift of seven and one-half (7½) hours. Employees working less than a full shift but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.

(b) An unpaid meal period of one-half (½) hour will be scheduled as close as possible to the middle of each shift of five (5) hours or more, and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.

(c) Where an employee is unable to leave the worksite, they shall receive a one-half (½) hour lunch period with pay which is to be taken on the worksite and the employee is to be available to perform duties if required. If an employee is called to perform duties during this one-half (½) hour period, they shall have the remainder of the paid lunch break rescheduled as time permits. It is understood that paid meal periods under this section shall not be calculated to form part of an employee's annual hours of work.

## **.6 Staff Meetings**

Employees are required to attend one quarter (25%) of scheduled staff meetings per calendar year and be compensated at the applicable rate(s) for the duration of the meeting with minimum compensation of two (2) hours at the applicable rate.

## **- OVERTIME**

### **.1 Definitions**

- (a) *"Overtime"* means work performed in excess of the hours outlined in Article 14.
- (b) *"Straight time rate"* (1X) means the hourly rate of pay.
- (c) *"Time and one-half"* (1½X) means one and one-half times the straight time rate.
- (d) *"Double Time"* (2X) means two times the straight time rate.
- (e) *"Double time and one-half"* (2½X) means two and one-half times the straight time rate.

### **.2 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) time and one-half (1½X) for the first three (3) hours of overtime on a regularly scheduled work day, or on the seventh (7th) consecutive regular work day;

- (b) double time (2X) for each hour worked in excess of those in (a) above.

## **.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the Employer; and
- (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that 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. The circumstances under which an employee may undertake overtime work without prior authorization is as follows:

When the supervisor is not on duty:

- (1) and the replacement worker does not appear for their assigned shift, the employee is to remain on duty and advise the emergency pager system; or
- (2) if there is a serious client or residence emergency; or
- (3) if there is a serious injury to a co-worker while on duty.

Employees claiming overtime as in (1), (2), or (3) above must report the overtime to their supervisor as soon as practicable the following work day for approval.

- (a) The Employer shall make every reasonable effort to make payment of overtime earnings by the pay period following the period in which the overtime payment was earned. Any overtime at the calendar year end or on termination shall be paid out at that time.

## **.2 Sharing of Overtime**

Overtime work shall be offered to those qualified to perform such work on an equitable basis by residence.

## **.2 Overtime Meal Allowance**

(a) When an employee is required to work in excess of three (3) hours overtime immediately before or after completion of his/her scheduled hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half ( $\frac{1}{2}$ ) hour with pay will be given. The overtime meal allowance shall be \$12.00.

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon completion of every three (3) hours worked thereafter.

## **.2 Right to Refuse Overtime**

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

### **.3 Overtime for Part-time Employees**

Part-time employees working less than the normal hours per day of a full-time employee and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day.

A permanent part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regular scheduled work days, shall be paid at the rate of straight time for the hours/shifts so worked, up to and including the hours of work outlined in Article 14.2.

### **.4 Rest Interval**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to twelve (12) clear hours between the end of the overtime work and the start of her/his next regular shift.

If twelve (12) clear hours are not provided, overtime rates shall apply to those hours worked during the required rest interval.

## **- PAID HOLIDAYS**

### **.1 Holiday Entitlement**

To qualify for statutory holiday entitlement, an employee must have worked a minimum of fifty per cent (50%) of full-time-equivalent (f.t.e.) hours in the four (4) weeks preceding any statutory holiday.

Permanent full-time employee who qualify for statutory holiday entitlement shall be granted a day off with pay for each of the following statutory holidays:

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

### **.2 Holiday Scheduling**

The Employer shall identify on the work schedule the day which corresponds to the employee's statutory holiday entitlement. Every effort will be made to schedule statutory holidays as additions to the employee's two (2) regularly scheduled days off, so that employees will receive as many three-day breaks during each year as possible. In the application of this clause, the Employer shall not be obligated to undertake overtime assignments or schedule personnel requiring premium pay costs.

### **.3 Holiday While on Vacation**

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

#### **.4 Christmas Day and New Year's Day**

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority. Employees shall indicate their preference, in writing, on or before November 15th of each year.

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

Employees qualifying for statutory holiday entitlement pursuant to Article 16.1 shall, if they work on the calendar statutory holiday itself, be entitled to one and one-half times (1½X) their regular hourly rate for all hours worked on the statutory holiday, in addition to a scheduled day off in lieu of the statutory holiday at straight time (1X) rates.

#### **.6 Pro-ration of Holiday Pay**

(a) Statutory holidays for qualifying permanent part-time and qualifying casual employees shall be prorated on the basis that the part-time or casual employee's assignment relates to full-time equivalent hours in the days worked in the qualifying four (4) week period, pursuant to Article 16.1 preceding, exclusive of overtime.

(b) For all qualifying employees working flextime hours pursuant to Article 14.4 preceding, and/or for qualifying permanent part-time employees, payment for any statutory holiday shall not exceed the full-time equivalent of eighty-two and one-half (82½) hours per year (7½ hours x 11 statutory holidays). Notwithstanding the foregoing, employees scheduled off work on a statutory holiday shall be booked off for the duration of their normal shift. Employees wishing to make up for any unpaid statutory holiday time taken off under this provision shall be given the opportunity to work said make-up shifts at regular time rates, notwithstanding the normal overtime provisions of Article 14.4(a) and Article 15, to be scheduled at a mutually agreed time.

#### **.2 Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her permanent position for a majority of the sixty (60) working days preceding the designated holiday, in which case he/she shall receive the higher rate.

### **- ANNUAL VACATIONS**

#### **.1 General Application**

Following the first six (6) months of continuous employment, vacation time off may be taken in the year in which it is earned, after it has been accumulated. Annual entitlements are calculated as at the anniversary date of employment as a permanent employee.

**.2 Entitlement**

- (a) Permanent employees shall be credited for and granted vacations on the following basis:

Continuous Service	Time Off	Vacation Pay
Less than twelve (12) months' continuous service from date paid hours earnings of appointment as permanent employee	4% of regular	4% of regular earnings

- (a) Permanent employees with one (1) or more years of continuous service shall have earned the following vacation entitlements:

Continuous Service	Time Off	Vacation Pay
1st year of continuous service	4% of regular	4% of regular earnings
2nd year of continuous service	6% of regular	6% of regular earnings
3rd year of continuous service	6% of regular	6% of regular earnings
4th year of continuous service	6% of regular	6% of regular earnings
5th year of continuous service	8% of regular	8% of regular earnings
6th year of continuous service	8% of regular	8% of regular earnings
7th year of continuous service	8% of regular	8% of regular earnings
8th + year(s) of continuous service	10% of regular	10% of regular earnings

*Note: It is understood that vacation time off shall be taken on regularly scheduled work days, except for casual employees, who shall earn vacation pay as a percentage of regular earnings, and shall be deemed to take vacation during time they are not available for work assignments.*

**.3 Vacation Earnings on Termination**

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at the time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.
- (c) An employee whose employment ceases before she/he has completed five (5) working days of employment is not entitled to annual vacation pay.

**.2 Vacation Carryover**

An employee may carry over up to five (5) days vacation leave into the subsequent vacation year.

An employee shall not receive cash in lieu of vacation time except upon retirement or termination.

#### **.4 Callback**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all reasonable expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.

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

Payment for vacation will be calculated and paid out as a percentage of earnings. If an employee has accumulated vacation time in a higher paid classification prior to his/her vacation, the employee's vacation pay shall be based on the proportionate amount of time worked in each classification.

#### **.5 Vacation Requirements**

- (a) Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority on a residence basis.
- (b) Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacations periods in like manner.
- (c) An employee shall be entitled to receive his/her vacation to a maximum of four (4) consecutive weeks in an unbroken period.
- (d) No employee shall be entitled to more than four (4) vacation periods per vacation year unless mutually agreed by the Employer.

#### **.2 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before:
  - (1) November 1st for the period January 1 through April 30th;
  - (2) March 1st for the period May 1 through December 31st.
- (b) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise their rights retroactively in respect of any vacation time previously selected by an employee with less seniority.

(c) Vacation schedules, once posted, shall not be changed by the Employer except in cases of emergency, with the mutual agreement of the employee. Other changes requested by either party may be made with the mutual agreement of the Employer and the employee.

### **.3 Vacation Pay**

Upon receipt of thirty (30) days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of his/her vacation, an amount equivalent to his/her vacation pay earned, up to the dollar amount payable for the vacation time being taken.

## **- SICK LEAVE**

### **.1 Sick Leave Entitlement**

(a) Permanent employees working thirty-two (32) or more hours per week who have successfully completed the probationary period are entitled to accumulated sick leave credits on the basis of four per cent (4%) of their earnings each pay period following probation, as specified hereafter:

(1) Permanent part-time employees who work a minimum of sixty-four (64) hours for six (6) consecutive biweekly pay periods shall thereafter qualify for sick leave credits in any biweekly pay period that they work a minimum of sixty-four (64) hours.

(2) Employees achieving the threshold of having worked a minimum of sixty-four (64) hours for six (6) consecutive biweekly pay periods shall be credited with sick leave credits retroactive to the beginning of their qualification period.

(3) Thereafter, if an employee who has qualified for sick leave credit works less than a minimum of sixty-four (64) hours for four (4) consecutive biweekly pay periods, the employee will lose entitlement to sick leave credit until he or she requalifies as per Sub-section (1) preceding.

(4) When during a biweekly pay period an employee is in receipt of weekly indemnity benefits, Workers' Compensation Board wage loss replacement benefits, on a paid statutory holiday, on paid vacation, on approved leave of absence of up to twenty (20) shifts, or on maternity, paternity or adoption leave pursuant to the provisions of Article 21, such leave(s) shall not be factored when calculating the disqualification period pursuant to Sub-section (3) preceding.

(b) Permanent live-in employees whose regularly scheduled shifts average a minimum of seven (7) shifts per pay period are entitled to accumulate sick leave credits on the basis of four percent (4%) of their earnings each pay period following probation.

(c) Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.

(d) An employee must apply for sick leave pay, in accordance with the Employer's procedures, to cover periods of actual time lost from work owing to sickness or accident. Sick leave pay shall be computed on the basis of regularly scheduled hours lost to illness.



(e) Where it appears that an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation.

## **.2 Sick Leave Plan Balance**

(a) In order to encourage employees to claim sick leave only as intended under this article, the Employer will permit employees to retain up to five (5) days of sick leave credit for equivalent time off (ETO) at mutually agreed times, or for cash-out upon the employee's request (but no later than biennially).

(b) Days available for usage pursuant to Article 18.2(a) preceding are those in excess of a minimum balance of five (5) unused sick leave days that must, unless otherwise used for bona fide sickness, be maintained as a credit at all times in the employee's personal sick leave bank.

## **.3 Employee to Inform Employer**

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

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

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.

It is agreed that longer notice is required for absences in excess of thirty (30) consecutive calendar days.

## **.2 Expiration of Sick Leave Credits**

The Employer shall inform employees, in writing, of their accumulated sick leave credits.

## **.3 Probation Period**

During the probationary period, an employee is not entitled to accumulate personal sick leave or enrol in the Employer's weekly indemnity or long term disability plans. Upon completion of the probationary period, an employee will be entitled to commence earning sick leave credits and enrol in said plans.

## **.4 UIC Premium Reductions**

The preceding sick leave provisions may be varied by mutual agreement between the Union and the Employer in the event further UIC premium reductions for eligible sick leave plans are attainable under the Unemployment Insurance Act.

# **- HEALTH AND SAFETY**

## **.1 Compliance**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Community Care Facilities' Act or any other statute of the Province of British Columbia, pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this clause, as required.

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

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Health and Safety Committee structure. The Health and Safety Committee will be established as outlined below:

- (a) Union representatives shall be employees at the work place appointed by the Union, to a maximum of three (3), and Employer representatives shall be appointed by the Employer, to a maximum of three (3).
- (b) The Committee will function in accordance with the Industrial Health and Safety Regulations and will participate in developing a program to reduce risk of injury and illness. All minutes of meetings of the Committee shall be recorded on a mutually agreed-to form and shall be sent to the Union and the Employer.

## **.2 Injury Pay Provisions**

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.

## **.3 Benefits While on WCB Claim**

Employees who are absent from work and in receipt of wage-loss replacement benefits from WCB shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Article 11.1 shall continue;
- (b) personal sick leave and vacation accruals shall continue for a maximum of six (6) calendar months during a WCB leave under this Article;
- (c) the health and welfare provisions or Article 24 will continue to apply, except that the employee shall be required to pay the health and welfare benefit premiums for all WCB-related absences that exceed twelve (12) months in duration.
  - (1) Failure of the employee to remit the required monthly premium payments shall result in the cancellation of the health and welfare benefits.
  - (2) Where the Workers' Compensation Board denies an employee's claim (and/or appeal, if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 20.5 - Health and Welfare Benefits While on Unpaid Leave of Absence.

## **.2 Return from WCB Leave**

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

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

#### **.4 Transportation**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident:

- (a) shall be the responsibility of the Employer at no cost to the employee,
- (b) shall be done expeditiously, and
- (c) by an appropriate mode of transportation.

#### **.2 Unsafe Conditions**

The parties acknowledge the authority of the Workers' Compensation Act of B.C. to govern work place safety. The parties further acknowledge the procedures and relevant regulations that are required to be followed in the event of an "undue hazard to the safety or the health of any person", including the right to refuse to work under such conditions, subject to applicable WCB requirements.

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

Members of the Health and Safety Committee who attend Health and Safety Committee meetings or take part in the investigation of accidents or incidents outside normal working hours shall be credited with equivalent straight time off with pay, to be scheduled at a mutually agreeable time.

#### **.6 Investigation of Accidents**

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

#### **.7 Communication Disease**

(a) The Employer shall, in consultation with the workplace Health and Safety Committee or Workplace Health and Safety Representative, develop and implement a program and procedure to prevent acquisition and transmission where employees may come into contact with a person and/or possession of a person with a communicable disease.

(b) Where the Employer is aware of a client/resident with a communicable disease, the Employer shall inform the Workplace Health and Safety Committee or Workplace Health and Safety Representative and all employees who may have contact with client/resident of the inherent risk of the communicable disease.

(c) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases, including in-service programs for employees. The Employer will provide Hepatitis B vaccine free of charge to those employees who have been exposed to Hepatitis B at the worksite.

## **.2 Workplace Assault, Physical Aggression and Verbal Abuse**

Employees who in the course of their duties may be exposed to sexually or violently aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

An accident/incident report is to be completed immediately following each occurrence by the affected employee and his/her supervisor, with copies to the Health and Safety Committee and the Chair of the Bargaining Unit.

The Employer shall provide the employee with pertinent information relative to the potential for assault, physical aggression, and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate debriefing and post traumatic counselling for individuals who have been assaulted will be made available to employees. Where an employee requires time off to attend debriefing, it will be without loss of pay.

Where appropriate, the employee may be transferred to another worksite at the employee's request.

Check in procedures will be implemented to ensure the safety of employees who are exposed to aggressive client conduct and who are required to work alone.

## **.8 Hygiene**

The employer shall cause to be provided at each residence antibacterial soaps, lotions and paper towel dispensers--or appropriate alternative.

## **- SPECIAL AND OTHER LEAVE**

### **.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family when an employee attends the funeral, the employee shall be entitled to leave without loss of pay from scheduled shifts of work, at his/her regular rate of pay. Such leave may start from the date of death to and end on the day of the funeral, with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three (3) working days. Bereaved employees not attending the funeral shall, upon request, be permitted one (1) day off in lieu.

Up to two (2) additional days without loss of pay will be granted to permanent employees for travelling time when this is warranted in the judgement of the Employer.

(a) Immediate family is defined as an employee's parent or step-parent (maximum two leaves), wife, husband, spouse, child, stepchild, brother, sister, father-in-law or mother-in-law. In addition, a foster child or legal guardian currently residing with the employee shall be deemed 'immediate family' for the purposes of this article.

(b) In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, or client residing with the employee, the employee shall be entitled to compassionate leave for one (1) day for the purpose of attending the funeral.

(c) Every effort will be made to grant additional bereavement leave of absence without pay, if requested by the employee.

## **.2 Special Leave**

(a) Where leave from scheduled work shifts is required, an employee shall be entitled to special leave, without loss of pay, as follows:

- (1) one (1) day for birth/adoption leave;
- (2) one (1) day for Canadian citizenship leave;
- (3) two (2) days for an employee's marriage;
- (4) one (1) day per incident of the sudden serious illness of a member of the employee's family residing at the employee's home when no other person is available to care for the family member, to a maximum of three (3) days' usage per annum under this clause.

(b) For the purposes of the above, leaves without loss of pay will be only for the work day on which the situation occurs, except for marriage leave.

## **.3 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term of office. Such leave will be granted on the understanding the employee shall relinquish their position with the Employer, permitting it to be posted permanently, as staffing requirements dictate. Upon making him/herself available for reinstatement upon expiry of their term of office, the employee shall be permitted first to exercise their seniority in any vacancy that exists, or, if no vacancies exist, to exercise their seniority over the most junior employee in the classification they previously worked in. In exercising seniority, the returning employee may displace only another employee working the same (or fewer) hours as the returning employee was working at the time leave was granted.

## **.2 Unpaid Leave**

An employee may request unpaid or partially paid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to the Administrator. Reasonable notice of at least fourteen (14) days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request, within a reasonable period of time following the decision. Permission for such leave(s) shall not be unreasonably withheld, subject to operational requirements.

## **.3 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continue by the

employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the society in accordance with the procedures established by the Employer.

#### **.4 Education Leave**

- (a) An employee shall be granted leave without loss of pay to take courses required by the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Reimbursement will occur following submission of appropriate receipts for all outlays. Fees are to be paid by the Employer when due.
- (b) Following an approved education leave, the employee will return to their former position.
- (c) When an employee requests an education leave to pursue a course of their own choosing, the Employer will consider the merits of the request relative to the personnel needs of the society. Decision to grant or deny an education leave under this clause resides solely with the Employer, who shall advise the employee, in writing, of the decision to approve or disapprove the requested leave.
- (d) Employees who are required to renew CPR and/or First Aid Certificates, and employees who have expressed a desire to renew their CPR and/or First Aid Certificates, shall be entitled to attend the employer's in-service workshops.

Employees electing to attend either program shall do so without loss of pay if the program occurs during a scheduled shift.

Employees who do not attend any of the above sessions shall have their course fees reimbursed when a course is taken on their own time.

#### **.5 Jury Duty and Leave for Court Appearances**

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

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

#### **.6 Entitlement on Return to Work**

On return from leave in excess of six (6) months, pursuant to Articles 2.10, 20.3, 20.4, or 20.6, the employee will be placed in a position within their classification. For full-time employees, this shall be a full-time position. For part-time employees, this shall be a position with approximately the same number of posted hours per week he/she worked prior to the leave.

### **- PARENTAL LEAVE**

#### **.1 Parental Leave - Natural Mother**

(a) *Maternity Leave*

A permanent employee shall be granted up to thirty (30) weeks' maternity leave of absence without pay (inclusive of parental leave pursuant to Article 21.1(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 shifts of such leave, the employee shall be entitled to benefits under Article 20.5 - Health and Welfare Benefits While on Unpaid Leave of Absence.

(ii) For the balance of an eighteen (18) week period [i.e., eighteen (18) weeks less twenty (20) work shifts], 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 plan in which the employee is enrolled in the same manner as if the employee was not absent.

(a) *Parental Leave - Natural Mother*

Within the thirty (30) week leave period granted under Article 21.1(a), 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.

(2) 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.

(a) *Parental Leave - Special Circumstances*

If 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 and parental leave of thirty-five (35) weeks, i.e., no combination of maternity and parental leave may exceed thirty-five (35) weeks.

(a) *Additional Leave*

Any further leave applied for beyond the normal thirty (30) week period, or the thirty-five (35) 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.

(a) *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 provisions of the Collective Agreement providing the employee is not in receipt of maternity benefits under the Unemployment Insurance Act or any other wage loss replacement plan.

(a) *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 their termination of the leave of absence.

(a) *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 confinement.

(a) *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 reasons.

## **.2 Parental Leave - Natural Father**

(a) *Parental Leave - Natural 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 shifts of such leave, the employee shall be entitled to the benefits under Article 20.5 Health and Welfare Benefits While on Unpaid Leave of Absence.

(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.

(a) *Parental Leave Beyond Twelve (12) Weeks - Special Circumstances*

If the newborn child will be or is at least six (6) 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.

(2) **Benefits**



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.

(a) *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.

### **.3 Adoptive Parents**

(a) *Adoption Leave*

Upon request, a permanent employee shall be granted up to twelve (12) 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 shifts of such leave, the employee shall be entitled to the benefits under Article 20.5 Health and Welfare Benefits While on Unpaid Leave of Absence.

(ii) For the balance of a twelve (12) week period, i.e., twelve (12) weeks less twenty (20) work shifts, 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 20.5 Health and Welfare Benefits While on Leave of Absence.

(a) *Parental Leave - Adoptive 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 (52) weeks from the date of taking custody, apply for up to twelve (12) weeks' parental leave without pay.

(2) Benefits

(i) For the first twenty (20) work shifts of such leave, the employee shall be entitled to the benefits under Article 20.5 Health and Welfare Benefits While on Leave of Absence.

(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.

(a) *Adoptive 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.

(3) Benefits

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.

(a) *Additional Leave*

Any further leave applied for beyond the normal twelve (12) week period or the seventeen (17) weeks 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.

#### **.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 with all increments to wages and benefits to which she/he would have been entitled during the period of absence.

#### **- TECHNOLOGICAL CHANGE AND AUTOMATION**

Nothing in this article will interfere with the right of the Employer to introduce what technological advances may be appropriate for the provision of residential care to its clients.

Should the Employer introduce technological changes, the purpose of the following provisions is to preserve job security, stabilized employment, and protect as many employees as possible from loss of employment that may be threatened by said technological changes.

In so doing, the Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employees instead. When it is necessary to reduce staff as a result of technological change, however, it shall be done in accordance with Article 13, Layoff and Recall.

Employees shall be deemed laid off by technological change when his/her services are declared no longer required as a direct result of the introduction of technologically advanced equipment or automated processes.

Employees affected by technological changes or automated processes will be given reasonable notification in advance, sixty (60) days where possible, and allowed an appropriate period during which they may seek

to acquire the necessary skills for retaining employment with the Employer, commensurate with their ability and seniority. Notification of technological change will be provided to the employee and the Union simultaneously.

In addition to the above, where the Employer introduces new equipment to be used by employees in job classifications that require employee orientation or training, the Employer agrees to provide appropriate orientation or training at the Employer's own expense without loss of pay for any affected employee.

–

### - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement that will result in the layoff of an employee covered by this Agreement.

–

### - HEALTH AND WELFARE BENEFITS

#### **.1 Entitlement**

(a) Permanent employees who have successfully completed their probationary period shall qualify thereafter for the Employer's health and welfare plan coverage, provided they are not enrolled in any other Employer's plans, as follows;

(b) entitlement to the benefits under this clause shall continue as long as:

(1) the employee maintains their threshold entitlement of a minimum twenty (20) hours per week in a permanent position;

(2) the employee is on a leave of absence with pay from the Employer;

(3) the employee is on a Workers' Compensation Board wage loss replacement benefit for an injury suffered while at work for Vancouver Resource Society, subject to Article 19.4; and/or

(4) for the first thirty (30) calendar days the employee is in receipt of the weekly indemnity benefit provided under this clause. Employees whose posted positions entitle them to enrolment in the benefit package who are on an approved leave of absence without pay from the Employer in excess of twenty (20) days in a year shall be eligible to continue their enrolment in the benefit package upon payment of full premiums for the plan(s).

#### **.2 Medical Plan**

Eligible employees and dependents shall be covered by the B.C. Medical Services Plan or carrier approved by the B.C. Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

A dependent is one who is so classified for income tax purposes. An eligible employee who wishes to have coverage for other than dependents may do so provided the medical plan is agreeable, and the extra premium is paid by the employee through payroll deduction.

#### **.2 Dental Plan**

Eligible employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic care plan (Plan A), and fifty percent (50%) of the costs of the restorative care plan (Plan B), with no run-offs for claims after termination of employment. The Employer will pay one hundred percent (100%) of the premium costs.

### **.3 Extended Health Plan**

An extended health care plan to cover certain illness-related costs will be provided. The Employer will pay one hundred percent (100%) of the premium costs.

### **.4 Group Life Insurance**

- (a) The Employer shall provide a group life insurance plan.
- (b) For the duration of employment with the Employer, the plan shall provide coverage worth two hundred percent (200%) of an employee's annual earnings, until age 65 or termination of employment, whichever first occurs.
- (c) The plan shall include coverage for accidental death and dismemberment.
- (d) The Employer shall pay one hundred percent (100%) of the premium.

### **.2 Long-Term Disability Insurance Plan**

- (a) The Employer shall provide a long-term disability insurance plan.
- (b) The plan shall cover post-probationary employees and provide such employees with two-thirds (  ) salary continuation until the age of sixty-five (65) in the event of a disability, as defined by the carrier.
- (c) The Employer shall pay one hundred percent (100%) of the premium.
- (d) Employees claiming long term disability benefits and who are accepted for coverage shall be deemed to be on an unpaid leave of absence pursuant to Article 11.4.

### **.3 Commencement of Coverage**

Coverage under the provisions of this article shall apply to permanent full-time and permanent part-time employees who work more than twenty (20) hours per week in a permanent position. Coverage shall commence on the first day of the calendar month immediately following an employee's enrolment in each of the plans, upon successful completion of the employee's probationary period.

### **.5 Third Party Coverage**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action

on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee. Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

#### **.6 Weekly Indemnity Plan**

Permanent full-time and permanent part-time employees shall be entitled, upon successful completion of probation, to enrol in the Employer's weekly indemnity plan.

#### **.7 Long Term Disability**

Permanent full-time and permanent part-time employees shall be entitled, upon successful completion of probation, to enrol in the Employer's long term disability plan.

Employees claiming long term disability benefits and accepted for coverage shall be deemed to be on an unpaid leave of absence pursuant to Article 11.4.

Employees on approved unpaid leave of absence under this article may apply to continue health and welfare benefit coverage not provided by the long term disability plan, whose premium costs shall be the sole responsibility of the employee, payable to the Employer, in advance, pursuant to the Employer's requirements.

#### **.8 Benefit Plan Changes**

No change will be made in the carrier or the coverage provided in any of the benefit plans without prior consultation with the Union.

### **- WORK CLOTHING AND RELATED SUPPLIES**

The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.

### **- PAY PROVISIONS**

#### **.1 Shift Premiums**

(a) Employees working the evening or night shift shall receive a differential, as hereinafter defined, for the entire shift worked. The evening shift will be defined as any shift in which the major portion occurs between 1600 hours and 2400 hours, and the night shift will be defined as any shift in which the major portion occurs between 0000 hours and 0800 hours.

(b) Effective April 1, 1995 the shift premium shall be fifty-three cents (53¢); effective April 1, 1996 the shift premium shall be fifty-six cents (56¢); effective April 1, 1997 the shift premium shall be fifty-nine cents (59¢).

#### **.2 Pay Days**

(a) Employees shall be paid biweekly, every second Thursday.

### **.3 Pay on Temporary Assignment**

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

## **- NOTICE OF NEW AND CHANGED POSITIONS**

### **.1 Job Descriptions**

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

### **.2 New Classifications/Duties**

#### *(a) Notice of New Classifications*

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

#### *(a) Notice of Changed Classifications*

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

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

## **- GENERAL CONDITIONS**

### **.1 Indemnity**

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

- (a) exempt and save harmless employees from any liability action arising from the proper performance of his/her duties for the Employer; and
- (b) assume associated costs, legal fees and other related expenses arising directly from said liability action.

## **.2 Employer Property**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment.

The Employer shall take such action as required to recover the value of articles which are not returned.

## **.2 Mileage**

An allowance of thirty-five cents (35¢) per kilometre will be paid to employees required and pre-authorized by the Employer to use their own vehicle in the performance of the Employer's business.

## **.3 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Employer shall provide sufficient copies of the Agreement for distribution to employees within thirty (30) days of signing. The Union and the Employer will cost-share the preparation and printing of the Agreement fifty per cent (50%) each.

## **.4 Joint Labour/Management Committee**

There shall be a joint Labour/Management Committee composed of two (2) Union representatives appointed by the Union and two (2) Management representatives. The Committee shall meet at the call of either Party at a mutually agreeable time and place. The Chair of the Committee shall alternate between Management and the Union.

Responsibilities of the Committee - to make recommendations to the Union and Employer on the following:

- (a) reviewing matters other than grievances relating to the maintenance of good relations between the parties; and
- (b) correcting conditions causing misunderstandings.

Employees attending joint Management/Union Committee meetings shall suffer no loss of wages or benefits.

## **- CASUAL EMPLOYEES**

(a) Casual employees are employed on an "on call" basis to cover absences of permanent employees due to sick leave, vacation, special leave or any other approved leave. Casual employees may also be used to fill temporary vacancies or augment staff during peak periods for a maximum of three (3) months, unless a longer period is agreed to by the Union.

(b) The Employer shall consider seniority, the equal sharing of available work, and the necessity for on-the-job orientation of new employees in the calling of casual employees. Casual assignments will be offered to casual employees so as to maintain their relative standing on the seniority list, provided the employee has received orientation in the facility where the employee is needed. Orientations will be provided in a timely manner, as required.

- (c) A casual employee shall be entitled to register for work in any job classification in which the employee has demonstrated the qualifications to perform the work.
- (d) A casual employee may become a permanent employee only by successfully bidding into a permanent vacancy in respect of which there is no present incumbent.
- (e) (1) Casual employees shall notify the Employer one (1) month in advance of the dates and times which they will be available to work in the upcoming month.
- (1) The Employer shall be obliged to call a casual employee only for those days on which the employee is available.
- (2) Casual employees shall notify the Employer of the times of bona fide unavailability that occur subsequent to their submitting the schedule noted in sub-section (e)(i).
- (3) Subject to the balance of this article, a casual employee who accepts an assignment for work is obligated to report for work in the same manner as a permanent employee.
- (f) Casual employees who are successful in competition for a permanent position shall be subject to a probationary period as outlined in the Collective Agreement.
- (g) Casual employees will be laid off by classification in reverse order of seniority within a Seniority Unit.
- (h) Maternity, parental and adoption leave for casual employees will be as specified in the Employment Standards Act.
- (i) Casual employees are covered by the following provisions of this Agreement: Definitions; Articles 1-10; 11.2; 11.3; 11.4 (a), (e), (f); 11.5; 11.6; 11.7; 12; 14.1; 14.2 (b), (c), (d), (f); 14.3 (c); 14.4 (a), (b), (c); 14.5 (a), (b), (c); 14.6; 15; 16.1; 16.5; 16.6 (a), (b); 17.2; 17.3 (a), (b), (c); 17.9; 18.3; 19; 20.6 (d); 22; 25; 26; 27; 28; 29; 30; Appendix I-III; Letter of Understanding- Criminal Records Search.

## **ARTICLE 2**

### **- TERM OF AGREEMENT**

#### **.1 Duration**

The term of this Agreement shall be from April 1, 1995 to March 31, 1998.

#### **.1 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement.

#### **.2 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.

#### **.3 Notice to Bargain**



- (a) This Agreement may be opened to collective bargaining by either party giving written notice to the other party on or after January 1, 1998, but in any event no later than midnight on January 31, 1998.
- (b) Where no notice is given by either party prior to January 31, 1998, both parties shall be deemed to have been given notice under this section on January 31, 1998.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the president of the Union, and similar notices on behalf of the Employer shall be given by the administrator.

**.2 No Cessation of Work**

Pursuant to the Labour Relations Act,

- (a) the Employer agrees that during the life of this Agreement neither the Employer nor its agents will lock out its employees, and
- (b) the Union agrees that neither the Union, nor any of its agents, nor any employee, shall authorize, encourage, or participate in any illegal strike, suspension of work, or work slowdown.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Ken Fraser  
Executive Director

\_\_\_\_\_  
Daniela Demetlika,  
Bargaining Committee Chair

\_\_\_\_\_  
Dana Anderson  
Personnel Manager

\_\_\_\_\_  
Grant Cobb,  
Bargaining Committee Member

\_\_\_\_\_  
W. Baird Blackstone  
HEABC

\_\_\_\_\_  
Rob Ellyatt,  
Bargaining Committee Member

\_\_\_\_\_

\_\_\_\_\_  
Guy Pocklington,  
Staff Representative

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**APPENDIX I - WAGE SCHEDULES**

Position		April 1, 1995	April 1, 1996	April 1, 1997
<b>Residential Counsellor</b>	<b>Start</b>	\$12.92	\$13.68	\$14.49
	<b>2nd Year</b>	13.15	13.93	14.75
	<b>3rd Year</b>	13.41	14.20	15.04
	<b>4th Year</b>	13.65	14.46	15.31
<b>Personal Care Attendant (hourly)</b>	<b>Start</b>	12.73	13.48	14.28
	<b>2nd Year</b>	12.94	13.70	14.51
	<b>3rd Year</b>	13.14	13.92	14.74
	<b>4th Year</b>	13.36	14.15	14.98
<b>Personal Care Attendant (live-in)</b>	<b>Start</b>	108.94	115.37	122.18
	<b>2nd Year</b>	114.00	120.73	127.85
	<b>3rd Year</b>	118.98	126.00	133.43
	<b>4th Year</b>	124.07	131.39	139.14

**APPENDIX II - LIST OF ARBITRATORS**

The agreed to list of Arbitrators is:

1. Don Munroe
2. Mervin Chertkow
3. Nancy Morrison
4. Lynn Smith

**APPENDIX III - SENIORITY UNITS**

The parties agree that seniority units will be as follows:

1. Kelly Court, Blair Court, Duke House and Rotary House;
2. Semi-independent adult group homes and children's homes;
3. Independent adult group homes;

4. Vancouver Resource Society office.

**LETTER OF UNDERSTANDING #1****CRIMINAL RECORD SEARCH**

The Employer agrees that employees hired prior to September 8, 1992, who have not undergone a criminal record check will not be subjected to a criminal record check unless a position applied for requires a criminal record check as condition of employment by licensers and/or funders.

The Employer agrees that all criminal record check results and any references to same in the possession of the Employer will be collected from every worksite and head office and sent to the individual employee. The only reference on the employee's file will be an acknowledgement form agreed to by the parties.

**Criminal Record Information/Vulnerable Clients**

The parties recognize that there are employees whose work assignments bring them in contact with vulnerable individuals to whom the Employer provides services. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Information gathered to establish suitability for assignments, which include contact with vulnerable individuals, is to be treated with confidentiality.

- (1) Vulnerable clients include children and adults with physical and/or mental disabilities to whom the Employer provides services.
- (2) Confidential Disclosure: Prior to a work assignment that brings them into contact with vulnerable individuals, the Employer will require that the employee complete a form and submit it to the applicable police department. The Employer shall not be entitled to consider police records, other than those arising from crimes of violence, moral turpitude, or of a sexual nature.

The employee shall have an opportunity to make a written explanation of any material submitted which would have a bearing on her/his suitability.

Employer policy is that all forms will be screened only by the Personnel Manager and no one else. All information is confidential, and no copy will be made of the results, nor will those results be kept on file by the Employer. Once received by the Personnel Manager, the employee can take the form back, or if she/he drops it off, it will be mailed back to her/him. A completed copy of the Acknowledgement Form shall then be inserted in the employee file. The Employer shall be concerned only about a criminal record that reflects a history of the past criminal violations which may affect the employee's work with vulnerable clients.

- (3) The decision that an employee is not approved for a transfer or promotion as a result of a criminal record check will be made by the Personnel Manager and rendered in writing to the employee. Failure by an employee to make full disclosure, or refusal to provide the necessary information, shall constitute grounds for such a determination by the Personnel Manager.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Ken Fraser  
Executive Director

\_\_\_\_\_  
Daniela Demetlika,  
Bargaining Committee Chair

\_\_\_\_\_  
Dana Anderson  
Personnel Manager

\_\_\_\_\_  
Grant Cobb,  
Bargaining Committee Member

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W. Baird Blackstone  
HEABC

\_\_\_\_\_  
Rob Ellyatt,  
Bargaining Committee Member

\_\_\_\_\_

\_\_\_\_\_  
Guy Pocklington,  
Staff Representative

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**VANCOUVER RESOURCE SOCIETY ACKNOWLEDGEMENT FORM**

The Criminal Record Search of \_\_\_\_\_ was reviewed in confidence by the Personnel Manager on the date below and has subsequently been returned to the applicant.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_  
Personnel Manager

**LETTER OF UNDERSTANDING #2**

**LIFT DEVICES**

The Employer agrees that when planning construction of new facilities or major renovations to existing facilities, built in lift devices will be proposed where feasible or appropriate.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

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Ken Fraser  
Executive Director

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HEABC

\_\_\_\_\_  
Rob Ellyatt,  
Bargaining Committee Member

\_\_\_\_\_

\_\_\_\_\_  
Guy Pocklington,  
Staff Representative

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.



**LETTER OF UNDERSTANDING #3**

**DIRECT DEPOSIT**

The Employer will investigate the feasibility of implementing direct deposit of pay for employees and report to the Labour/Management Committee by October 1, 1995.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

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Bargaining Committee Member

\_\_\_\_\_

\_\_\_\_\_  
Guy Pocklington,  
Staff Representative

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

LETTER OF UNDERSTANDING #4

CARRIE CANNON

For the duration of the current collective agreement, employee Carrie Cannon shall receive the following rates in her position as Residential Counsellor at Cheyenne House: effective April 1, 1995, \$14.51; effective April 1, 1996, \$14.91; effective April 1, 1997, \$15.31.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

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

\_\_\_\_\_  
Ken Fraser  
Executive Director

\_\_\_\_\_  
Daniela Demetlika,  
Bargaining Committee Chair

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\_\_\_\_\_  
Rob Ellyatt,  
Bargaining Committee Member

\_\_\_\_\_

\_\_\_\_\_  
Guy Pocklington,  
Staff Representative

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**LETTER OF UNDERSTANDING #5**

**SMOKING**

The parties agree that the Health and Safety Committee will propose for consideration by the Vancouver Resource Society Board of Directors a policy on smoking in facilities where VRS employees work. This policy will be presented to the board no later than October 1, 1995.

If the Health and Safety Committee cannot come to agreement on a proposal by October 1, 1995, the matter will be referred to the bargaining principals for consideration.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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President

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Rob Ellyatt,  
Bargaining Committee Member

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\_\_\_\_\_  
Guy Pocklington,  
Staff Representative

\_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

LETTER OF UNDERSTANDING #6

TRANSFERS

In the event the Employer contemplates initiating employee transfer(s) between Vancouver Resource Society site(s), the employer shall execute its obligations pursuant to Section 54 of the Labour Relations Code of B.C., where applicable, and shall involve the union in meaningful consultation before any transfer occurs. Any employee who disagrees with the action ultimately taken by the employer has, pursuant to Article 12.3 - Right to Grieve under the collective agreement, the right to file a grievance in resolution thereof.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

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

\_\_\_\_\_  
Ken Fraser  
Executive Director

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Daniela Demetlika,  
Bargaining Committee Chair

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Bargaining Committee Member

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Guy Pocklington,  
Staff Representative

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

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