

COLLECTIVE AGREEMENT

between

ERISSA YONG WILSON INC.

represented by

THE COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

April 1, 1995 to March 31, 1997

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Preamble

The intent of this Interim Agreement is to provide for basic rights and working conditions until such time as a full collective agreement has been negotiated with the Parties. In light of this intent, future negotiations between the Parties will not be prejudiced in any way by the inclusion of any specific or general language in this Interim Agreement.

Article 1 Employer / Management Rights

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

The management of the Employer's business, and the direction of the working forces, including the hiring, firing, promotion, and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

Article 2 No Discrimination or Harassment

The parties agree to subscribe to the principles of the BC Human Rights Act and that they will promote a work environment that is free from harassment and discrimination, which includes sexual harassment and which are related to any of the prohibited grounds contained in the BC Human Rights Act.

Any disputes related to this provision shall be processed through the grievance procedure unless an employee files a complaint under Section 8 of the BC Human Rights Act. If a complaint is filed with the Human Rights Council, the parties agree that the complaint shall not form the basis of or continue to be a grievance.

Article 3 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board except those excluded by mutual agreement of the Parties or by the Labour Relations Board.

New positions created by the Employer, following the date of signing of this Agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement of the Parties or by the Labour Relations Board.

Article 4 Bargaining Agent Recognition

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

Article 5 No Discrimination for Union Activity

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

Article 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 the operational and geographic considerations. The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Such permission shall not be unreasonably withheld. On resuming his normal duties, the steward shall notify his supervisor.

The duties of stewards shall include:

- a) investigation of complaints of an urgent nature;
- b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- c) supervision of ballot boxes and other related functions during ratification votes;
- d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- e) attending meetings called by the Employer.

Article 7 Time Off for Union Business

Leave of absence without pay and without loss of seniority will be granted:

- a) to elected or appointed representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- b) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;
- c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee and negotiations;
- d) to employees called by the Union to appear as witnesses before an Arbitration Board.

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence. Leave of absence granted under this Article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of the above, when leave without pay is granted,

the leave shall be given with pay and the Union shall reimburse the Employer for appropriate salary costs, including travel time.

Article 8 Right to Refuse to Cross Picket Lines

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

Article 9 Labour Code

The Parties hereto subscribe to the principles of the Labour Code of British Columbia.

Article 10 Union Security

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

Article 11 Grievances

11.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- b) the dismissal, suspension or discipline of any employee in the bargaining unit,

shall be resolved in accordance with the following procedures:

11.2 Step 1

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

11.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 10.4, must do so not later than thirty (30) days after the date:

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

11.4 Step 2

- a) Subject to the time limits in Section 9.3, the employee may present a grievance at this level by:
 - 1) recording the 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 violated upon or alleged to have been violated, and the remedy or correction required; and
 - 3) transmitting this 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 grievance at Step 2; and
 - 2) provide the employee with a receipt stating the date on which the grievance was received.

11.5 Time Limit to Reply to Step 2

The Employer's designate as Step 2 shall reply in writing to the Union within thirty (30) days of receiving the grievance at Step 2.

11.6 Step 3

The President of the Union, or his designate, may present a grievance at Step 3:

- a) within fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;
- b) within fourteen (14) days after the Employer's reply was due.

11.7 Time Limit to Reply at Step 3

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

11.8 Failure to Act

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

11.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 11, the President, or his designate, may inform the Employer of his 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 is due.

11.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.

11.11 Dismissal or Suspension Grievance

- a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration, within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

11.12 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.

11.13 Policy Grievance

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

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 12.

11.14 Technical Objections to Grievances

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

Article 12 Arbitration

12.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 11, notify the other party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

12.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, the Employer and the Union, by mutual agreement, shall appoint an Arbitrator. If the parties are unable to agree on an Arbitrator the appointment shall be made by the Director the Collective Agreement Arbitration Bureau.

12.3 Board Procedure

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

12.4 Decision of Arbitrator

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

12.5 Disagreement on Decision

Should either Party disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

12.6 Expenses of Arbitrator

Each Party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator.

12.7 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.

12.8 Witnesses

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article 13 Dismissal, Suspension and Discipline

13.1 Procedure

In the event that the Employer initiates disciplinary action against an employee which may result in his suspension or discharge, the procedure outlined herein shall be followed.

13.2 Dismissal and Suspension

- a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal. When an employee is dismissed, suspended or disciplined, he shall be given the reason in writing, in the presence of his steward providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reasons for such dismissal or suspension.
- b) *Suspension* - The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension, and the President of the Union shall be notified within five (5) working days.

A suspension of indefinite duration shall be considered a dismissal under 12.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

13.3 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 10 of this Agreement.

13.4 Burden of Proof

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

13.5 Right to Grieve Other Disciplinary Action

- a) Disciplinary action grievable by the employee, shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be basis of disciplinary action.
- c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- d) The Employer agrees not to introduce as evidence in any hearing or competition any document, notation, incident or report, the existence of which the employee was not aware at the time of filing or which was not brought to the employee's attention in a manner which gave the employee an opportunity to challenge it under the terms of this Agreement.

13.6 Right to Have Union Representative Present

- a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussion that are of an operational nature and do not involve disciplinary action.
- b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

Article 14 wages and retroactivity

14.1 Wages

Effective April 1, 1995 hourly wage rates shall be increased by 7.0%.

14.2 Retroactivity

The wage increases reflected above shall be paid on all straight time paid hours and shall be retroactive for all current employees.

Terminated employees shall receive retroactive pay in accordance with this provision if they submit a written request to the Employer within thirty (30) calendar days of the signing date of this agreement.

Article 15 Duration of Agreement

This Agreement shall remain in effect until March 31, 1997. The Parties agree that there shall be no strikes or lockouts while this Agreement is in effect.

The Employers agree not to change any working conditions or benefits currently in effect without the specific agreement of the Union. All other working conditions shall be in accordance with the Employment Standards Act.

The parties agree that if it is determined that the Employer will continue to remain in ongoing operation subsequent to March 31, 1997 that the parties will meet to negotiate the provisions of a comprehensive collective agreement.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

Signed this _____ day of _____, 19 _____