

COLLECTIVE AGREEMENT

between

MALASPINA COMMUNITY RESOURCES

and the

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

Effective to March 31, 1998

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- PREAMBLE

.1 Purpose of Agreement

(a) The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.

(b) The parties to this Agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

.3 Conflict With Regulations

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

.4 Use of Terms

(a) *Masculine and Feminine* — The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural* — Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

.5 No Discrimination

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

The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or criminal or summary conviction that is unrelated to the employment of that person.

- DEFINITION OF EMPLOYEE

.1 Definition of Employee

(a) *Full-Time Employees* — A full-time employee is one who is appointed to a full-time position and is regularly scheduled to work full-time hours as defined in Article 14. A full-time employee is entitled to all the benefits outlined in this Agreement.

(b) *Part-Time Employees* — A part-time employee is one who is appointed to a part-time position with an established part-time schedule and works less than the number of hours constituting full-time employment. Part-time employees shall receive the benefits outlined in this Agreement on a pro rata basis.

Part-time employees shall be offered available work at each work unit/location before casual employees. Such employees must give the Employer written notice of their desire to work additional hours and their availability. Any hours worked by a part-time employee outside of his/her regular part-time position shall be treated as casual hours for purposes of determining service related benefits only.

(c) *Casual/Relief Employees*

(1) A casual/relief employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:

- (i) paid leave relief;
- (ii) unpaid leave relief; and
- (iii) a temporary increase of workload situations.

(2) The Employer shall maintain a seniority list of casual employees which shall be posted every three (3) months. The Union and employees shall cooperate with the Employer in developing the initial seniority list for casual employees following the signing of the Collective Agreement.

(3) Casual employees shall accumulate seniority after having worked thirty (30) days on the basis of all hours worked at straight time.

(4) Casual employees shall be called for work, provided they are qualified, in order of seniority. Accordingly, where license or specific qualification is required, casual employees who possess the necessary license or qualification shall be called in order of seniority prior to any casual employee who does not possess the license or qualification.

(5) Casual employees shall lose their seniority if they refuse work on three (3) consecutive occasions in a three (3) month period or if they are on layoff for more than twelve (12) months.

(6) Casual employees are covered by the provisions of this Agreement, except the following Articles: 12, 13, 16, 17, 18, 19, 20, and 23.

(7) Casual employees shall receive four percent (4%) vacation pay.

(8) Casual employees shall be compensated for a designated paid holiday where they have worked at least fifteen (15) of the thirty (30) days immediately preceding the holiday. Compensation shall be prorated based on the casual employee's average daily straight time pay for the days worked in the thirty (30) days period immediately preceding the holiday. This clause does not apply to employees who have been terminated. A casual employee who is qualified to receive compensation for the holiday and who is required to work on that day shall receive pay at time and one-half (1½) for the hours worked on the paid holiday.

(9) Casual employees shall be entitled to compensation for overtime on the same basis as a regular full-time employee in the same classification and with the same shift schedule.

.2 Co-op, Practicum and Work Experience Students

The parties agree to facilitate the placement of co-op, practicum, and work experience students so long as such students act solely in a supernumerary capacity and do not displace or result in the laying off of bargaining unit employees. These students shall not be considered employees under this Agreement.

- UNION RECOGNITION AND RIGHTS

.1 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.

The parties agree that the following positions are excluded from the bargaining unit:

Residential Coordinator (Co Director)
Administrator (Co Director)
Residential Manager (27th Street)

.2 Bargaining Agent Recognition

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

.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees 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 President of the Union or designate.

.4 No Other Agreement

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

.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employees for reason of 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 both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward, or his alternate, shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Leave for this purpose shall be without loss of pay. 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.

.7 Bulletin Boards

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

.8 Union Insignia

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

.9 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority will be granted subject to operational requirements and with a minimum of 14 days written notice where possible:
 - (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 premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body; or
- (5) to representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer.

(b) The Union and the employee will make every effort to provide as much advance notice as possible, prior to the fourteen (14) days' minimum notice period, for leave requirements to facilitate scheduling of both clients and employees. It is understood that employees granted leave of absence pursuant to this article be granted such leave without pay. To facilitate the administration of this Article, when the above leaves are granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary. The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

.10 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 picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

.11 Labour Code

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

.12 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

- 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.

- CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of the Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.

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

- EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint any new employee 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. The Employer agrees to provide the name, worksite phone number and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his steward. The Employer agrees that a Union steward will be given an opportunity to interview each employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment

for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

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- EMPLOYER'S 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.

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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 appointed by the Union and shall consist of up to two (2) members of the Union together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to Union representatives or stewards, temporary use of an office or similar facility.

.4 Labour Management Committee

(a) There shall be established a Labour/Management Committee composed of two (2) Union representatives and two (2) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad-hoc" committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(c) An Employer representative and a Union representative shall alternate in presiding over meetings.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind

either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding;

.5 Technical Information

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

- GRIEVANCES

.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:

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

.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 9.4, 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.

.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 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.

.5 Time Limit to Reply to Step 2

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

.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.

.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.

.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.

.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10, 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.

.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 or facsimile.

.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.

.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 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, within thirty (30) days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10.

.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.

.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 9, 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.

.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, an Arbitrator shall be selected from the agreed upon list outlined in Appendix B.

.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.

.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.

.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.

.6 Expenses of Arbitrator

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

.7 Amending Time

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

.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.

.9 Expedited Arbitration

(a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) work days;
- (4) policy grievances
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement.
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a Party intends to raise a preliminary objection; and
- (8) demotions.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.

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

(d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.

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

- DISMISSAL, SUSPENSION AND DISCIPLINE

.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.

.2 Dismissal and Suspension

(a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of

dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, he/she shall be given the reasons in writing, in the presence of a steward provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.

(b) A suspension of indefinite duration shall be considered a dismissal under 11.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as dismissal grievance.

.3 Burden of Proof

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

.4 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee, shall include written censures, letters of reprimand and adverse reports.

(b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any 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) At the employee's request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

(e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

.5 Evaluation Reports (Performance Appraisals)

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

.6 Personnel File

(a) An employee, in attendance with the President of the Union or his/her designate, shall be entitled to review an employee's personnel file, in the presence of a designated management representative, in order to facilitate the investigation of a formal grievance. The employee or the President, as the case

may be, shall give the Employer seven (7) working days notice prior to having access to such information.

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

.7 Right to Have Union Representative Present

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

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

.8 Abandonment of Position

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

.9 Probation for Newly Hired Employees

(a) All new employees will be subject to a probationary period equivalent to six (6) months worked as based on the normal hours of work of a full-time employee.

(b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure in Article 9 of this Agreement commencing at Step 2, but shall not have access to arbitration under Article 10.

- SENIORITY

.1 Seniority Defined

(a) "*Seniority*" means an employee's length of service with the Employer. Employees shall be credited with seniority equivalent to their length of continuous service with the Employer prior to the

signing of this Agreement. Seniority for a part-time employee shall be accumulated on the basis of hours worked.

(b) When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

.2 Seniority List

(a) The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority date;
- (3) employee's current classification.

(b) The regular seniority list shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Employer will provide the Union with a copy of the same.

.2 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days duration. An employee shall continue to accrue seniority if he/she is absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose his/her seniority only in the event that:

- (b) he/she is discharged for just cause;
- (c) subject to 12.5, he voluntarily terminates his/her employment or abandons his/her position;
- (d) he/she is on layoff more than one (1) year;
- (e) upon being notified by the Employer by registered mail at his/her last known address that he is recalled from layoff, he fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days;
- (f) he/she is permanently promoted for an excluded position and has passed probation;

.3 Re-employment

An employee who resigns his/her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits subject to any benefit plan eligibility requirements.

.4 Bridging of Service

If a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent child or dependent children, or an ageing parent and is re-employed, upon application he shall be

credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

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

- LAYOFF AND RECALLS

.1 Definition of Layoff

"Layoff" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where work should become available, employees will be recalled in accordance with Article 13.

.2 Layoff

- (a) Both parties recognize that seniority shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in reverse order of seniority within a work unit/location. An employee affected by a layoff may bump an employee who has less seniority provided he/she has the qualifications and ability to fill the position and that the change does not constitute a promotion.
- (b) Bumping rights must be exercised within five (5) days of notification of layoff by providing written notice to the Employer.
- (c) It is understood that the employee who bumps shall receive the rate of pay for the new position.

.3 Recall

- (a) Employees on layoff shall be recalled within a classification in order of their seniority.
- (b) The recall period shall be twelve (12) months.

.4 Advance Notice

The Employer shall provide written notice and/or pay in lieu of notice to a permanent employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) one (1) week's notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or

(c) three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks notice and/or pay in lieu of notice.

.5 Grievances on Layoff and Recall

Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

.6 No New Employees

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

- HOURS OF WORK

.1 Definitions

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

.2 Hours of Work

The average hours of work of a full-time employee shall be no less than thirty-five (35) hours per week and no greater than forty (40) hours per week inclusive of meal periods.

It is understood that a work day for the purposes of calculating benefit entitlements for a regular employee under this agreement is based on a five (5) day work week.

.3 Work Schedules

Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off.

.4 Rest Periods

(a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period provided the rest period is convenient, given the care of the clients.

(b) Employees working a shift of four (4) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift provided the rest period is convenient given the care of the clients.

(c) Rest periods shall be taken without loss of pay to the employees.

- SHIFTS

.1 Exchange of Shifts

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

- OVERTIME

.1 Definitions

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

.2 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the agreed averaging period.
- (b) Overtime entitlement shall be calculated in fifteen (15) minute increments, however, employee shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

.2 Recording of Overtime

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

.3 Sharing of Overtime

Overtime work shall be allocated equitably considering availability, qualifications, and location of employee.

.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates, subject to (b) below:
 - (1) time and one-half (1½x) for the first three (3) hours of overtime in excess of forty (40) hours per week or in excess of the applicable averaging period in the case of extended or compressed work week schedules; and
 - (2) double time (2x) thereafter.
- (b) Where an employee is required by the Employer to attend a staff meeting or orientation outside of the employee's scheduled hours, the employee shall be paid at straight-time rates for a minimum of two (2) hours.

- (c) Overtime shall be compensated in cash.

.2 No Layoff to Compensate for Overtime

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

.5 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.

.6 Call-Out Provisions

An employee who is called back to work overtime outside of regular working hours shall be compensated for a minimum of two (2) hours at applicable overtime rates.

.7 Rest Interval

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

.8 Overtime for Part-time Employees

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

.9 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

- HOLIDAYS

.1 Paid Holiday

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Any other holiday proclaimed as a holiday by the federal or provincial governments shall also be a paid holiday.

.2 Holiday Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

.4 Holiday Falling on a Work Day

An employee who works on a designated holiday shall be compensated at the rate of time and one-half (1½) for the hours worked.

The employee shall also receive the employee's holiday pay entitlement under Article 17.1, but shall not receive time off in lieu of the holiday.

.5 Holiday Coinciding With a Day of Vacation

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

.6 Christmas Day or New Year's Day Off

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.

.7 Paid Holiday Pay

Payment for 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 regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he shall receive the higher pay.

- ANNUAL VACATIONS

.1 Definitions

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

"First vacation year" — the first vacation year is the vacation year in which the employee's first anniversary of employment falls.

Paid annual vacations shall be earned as follows:

- (a) A full-time employee will have an annual vacation entitlement commencing with the first full calendar year of employment as follows:

Vacation Year	Entitlement
1 to 4 years	10 working days
5 years and over	15 working days

- (b) Employees engaged on a part-time basis shall be entitled to annual vacation pay and time on a pro rata basis as above. Part-time employees shall receive earned vacation pay on each paycheque.

- (c) Employees must complete their probationary period before they are entitled to take vacation. Vacation entitlements earned in the first partial year of employment will be taken or paid out at the rate of four percent (4%) of straight-time pay.

- (d) Should an employee's employment terminate prior to the end of the vacation year, any unearned vacation taken shall be paid back to the Employer and can be deducted from the employee's final paycheque.

.2 Vacation Credits Upon Death

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

.3 Vacation Carry-Over

Under unusual circumstances and where the employer and employee agree, an employee may be allowed to carry-over a maximum of five (5) days vacation from one year to the subsequent year.

.4 Vacation Schedules

- (a) Employees shall submit their vacation requests to the supervisor on or before:
 - (1) December 1st for the period January 1st through April 30; and

(2) April 1st for the period May 1st 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 those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

.2 Vacation Preferences

(a) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority within a work unit location.

(b) An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

(c) Regular vacations shall have priority over vacation time carried over under the provisions of 18.3.

.3 Prime Time Vacation Period

Subject to the provisions of this Article, it is the intent of the parties that no employee shall be restricted in the time of year he chooses to take his/her employee entitlement. However, all employees shall be allowed to take their employee entitlement during the period of April 15th to October 15th inclusive, which shall be defined as the prime time vacation period.

.5 Vacation Schedule Changes

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

.6 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this section shall only apply when the period of illness or injury is in excess of two (2) days and a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

.7 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

.1 Sick Leave Entitlement

(a) A full-time employee shall earn paid sick leave at the rate of one-half (½) day per month. Regular part-time employees shall be entitled to sick leave on a pro rata basis. Sick leave shall accumulate to a maximum of six (6) working days. There shall be no payout of unused sick leave.

(b) Sick leave shall only be utilized when an illness or injury prevents an employee from attending work. Employees who are absent due to illness or injury may be required to provide proof. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.

.2 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of the return to duty in advance of that date.

- SPECIAL AND OTHER LEAVE

.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled up to three (3) days bereavement leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time.

Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchildren and any other relative permanently residing in the employee's household or with whom the employee permanently resides. It is understood that a spouse may be of the same gender.

.2 Compassionate Leave

Subject to operational requirements regular employees shall have the option of using available vacation time or reasonable time off without pay in the event of serious injury or illness of an immediate family member where the employee is required to provide care to that family member.

.3 Full-time Union or Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years.
- (d) 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 of the Union.

.4 Leave for Court Appearances

- (a) The Employer shall grant leave without pay to employees who serve as jurors or witnesses in a court action.
- (b) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (c) For all the above leaves, the employee shall advise his/her supervisor as soon as he is aware that such leave is required.

.5 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

.6 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.

.7 Course Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.
- (c) An employee may be granted accrual of seniority subject to the employee returning to work at the expiration of the course leave and subject to the agreement between the Union and the Employer.

.8 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer, except where leave to take the course has been granted without pay.

.9 Benefit Continuation

Except as otherwise provided by this Agreement, employees shall not accrue benefits during periods of unpaid leave or layoff in excess of thirty (30) calendar days.

Employees who have completed six (6) months of continuous employment are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wished to change the effective date of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than eighteen (18) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery.
- (c) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (e) Maternity may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to twelve (12) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of the natural mother, commencing immediately after the expiration of the maternity leave under Article 21.1, unless otherwise agreed by the employee and the Employer,
 - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (b) If the new-born child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

.2 Leave without Pay

All leave taken under Article 21 is leave without pay.

.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 and 21.2 in respect of the birth or adoption of any one child shall not exceed thirty-two (32) weeks, except as provided under Article 21.1(e). Where an employee is granted total maternity leave under Articles 21.1(a) and 21.1(e) of greater than thirty-two (32) weeks, the employee shall not be entitled to parental leave under Article 21.2.

.4 Return from Leave

On return from leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

.5 Seniority Rights on Reinstatement

(a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which his/her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if he/she does not return to work after having applied for re-employment.

.6 Sick Leave Credits

Prior to the commencement of maternity leave, illness arising due to pregnancy may be charged to normal sick leave credits.

- SAFETY AND HEALTH

.1 Conditions

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories 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 section.

.2 Working Environment

The Parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

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

.3 Safety Representative

The Employer recognizes the Union's right to select a Health and Safety Representative. The Health and Safety Representative will meet with the Employer as needed to discuss and make recommendations on

unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

.4 Unsafe Work

No employee shall be disciplined for exercising his/her right to refuse to do unsafe work pursuant to Section 8.24 of the Industrial Health and Safety Regulations.

.5 Workplace Aggression

The Employer and Union safety representatives shall meet to address issues relating to workplace aggression. Specific incidents of employee concerns regarding workplace aggression shall be addressed on a case by case basis.

.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from sick leave.

.7 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

.8 Employee Check In

Appropriate procedures will be implemented to ensure the safety of employees who work alone.

.9 Communicable Diseases

The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease. Accordingly, the Parties agree that this issue will be addressed by the Labour/Management Committee.

.10 Protective Clothing and Supplies

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

- TECHNOLOGICAL CHANGE

.1 Definition

"Technological change" means:

- (a) The introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business; or

(b) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;

(c) Equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this Article.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

.2 Advance Notice

Sixty (60) days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

.3 Discussions

Within fourteen (14) days of the date of the notice under Section 23.2 of this Article, the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

.4 Employment Protection

A regular employee who is displaced from his/her job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the Job Posting procedures forming part of this Agreement.

.5 Training

Where technological change may require additional knowledge and skill on the part of regular employees, such employees shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

.6 New Employees

No additional employees required because of technological change shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

- PROMOTIONS AND STAFF CHANGES

.1 Job Postings

When a vacancy of a regular nature is to be filled inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

.2 Information in Postings

Such notice shall contain the following information: nature of position, qualification, required knowledge and education, skills, wage or salary rate or range, and whether the employee is required to use his/her automobile in the performance of his/her duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, *"This position is open to male and female applicants"* except where bona fide occupational requirements prevent it.

.3 Appointment Policy

- (a) Vacancies for all positions in the bargaining unit shall be posted.
- (b) Positions will be awarded on the basis of qualifications as contained in the job postings. The factors used to determine qualification shall be education, skills, knowledge, ability, and experience; in the event that applicants for a given position are equally qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.
- (c) In the event that the qualifications of the external and internal applicants for a given position are equal, priority in appointment shall be given to the internal applicant.

.4 Trial Period

When a vacancy is filled by an existing employee, conditional on satisfactory service the employee shall be declared permanent after a period of six (6) calendar months. If the employee proves unsatisfactory in the position or wishes to return to his/her former position, he/she shall be returned to his/her former job classification and wage/salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position and wage or salary rate without loss of seniority.

.5 Unsuccessful Applicants

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

.6 Right to Grieve

Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this Agreement within seven (7) days of being notified of the results.

.7 Vacation Letters

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter with their supervisor indicating positions they would apply for should vacancies occur while they are absent. Such letter(s) will only be valid for the duration of the vacation, subject to the employee providing the Employer with information as to where he/she may be contacted and the employee being available to attend any required interviews.

- PAYMENT OF WAGES AND ALLOWANCES

.1 Equal Pay

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

.2 Paydays

- (a) Employees shall be paid semi-monthly.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each period.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

.3 Rates of Pay

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

.4 Substitution Pay

When an employee, at the request of his/her immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position for one full shift or more, he shall receive the rate for a job where a single rate is established. If a salary range is established, he shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above his current rate, whichever is greater, but not more than the top of the new salary range.

.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

.6 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay. This provision does not apply to hours that are in excess of a regular part-time employees' scheduled hours of work or hours that are accepted voluntarily by the employee.

.7 Reclassification of Position

An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee himself.

.8 Vehicle Allowance

- (a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by his supervisor.
- (c) Where an employee uses his automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of B.C. and carry the appropriate class of insurance.
- (d) The vehicle allowance shall be thirty cents (30¢) per kilometre.

.9 Meal Allowance

When an employee takes a client outside the home for meals he/she shall be reimbursed five dollars (\$5) for expenses.

Where employees are required to eat meals with clients in the homes the cost of such meals shall be borne by the Employer.

.10 Travel Advance

Regular employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

.11 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

.12 Classification Appeal Process

- (a) Where an employee believes that his job has been improperly classified, he shall discuss his classification with his immediate supervisor. On request, the Employer will provide the employee with a written statement of the employee's current job duties.
- (b) If the employee continues to believe that his classification is improper, he may initiate an appeal by filing a grievance directly at Step 3 of the grievance procedure as contained in Article 9. The written grievance must indicate which classification contained in the pay schedule of the current Collective Agreement the employee believes is the proper classification for the job.
- (c) If, following the response at Step 3, there remains a dispute over the employee's classification, the Union may advance the matter to arbitration under Article 10. The parties may agree to select an Arbitrator other than those set out on the agreed list for the purpose of obtaining classification expertise.

- GENERAL CONDITIONS

.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall ensure the employee is reimbursed, up to a maximum of seventy-five dollars (\$75) repair costs, or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty.

.2 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

.3 Indemnity

Except where there has been gross 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 their duties for the Employer; and
- (b) assume all costs, legal fees, and other expenses arising from any such action.

.4 Contracting Out

The Employer shall not contract out bargaining unit work that will result in the layoff of employees.

.5 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee which will attempt to resolve the dispute.

.6 Political Activity

- (a) *Municipal and School Board Offices* — Employees may seek election to Municipal and School Board Offices, provided that the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee.
- (b) *Federal and Provincial Offices* — There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall, upon request, be granted leave without pay in accordance with Article 20.3 to engage in the election campaign. If elected, the employee shall be granted leave of absence. If not elected, the employee shall be allowed to return to his former position.

.7 Client Confidentiality

Any information about clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it.

- HARASSMENT

.1 Sexual Harassment

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

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material by employees or the Employer;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(d) Both males and females can be sexually harassed by members of either sex.

.2 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials by employees or the employer.

- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

.1 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (c) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (d) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (e) The Employer's designate shall investigate the complaint and shall submit his/her report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.
- (f) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (g) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (h) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harasser may be transferred with his/her written consent.
- (i) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser.
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (b) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (c) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(d) This clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

(e) Complaints under this Article shall be treated in strict confidence by all parties involved.

2

- TERM OF AGREEMENT

.1 Duration

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

.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 1997, but in any event not later than midnight, December 31, 1997.

(b) Where no notice is given by either party prior to December 31, 1997 both parties shall be deemed to have been given notice under this article on December 31, 1997.

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

.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 28.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

.4 Changes in Agreement

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

.5 Effective Date of Agreement

(a) The provisions of the Agreement shall come into full force and effect on the date of ratification, unless specified otherwise.

(b) April 1, 1997 wage rates, where applicable, shall be implemented in the first pay period following the receipt of funds from the government.

(c) Retroactivity shall be paid within two pay periods after the receipt of funds from the government.

.6 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement until a strike or lockout occurs.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Tracy Norman, HR/LR Consultant

Anne Bell, Bargaining Committee

Wendy Janzen, Director

Darlene Jonas, Staff Representative

Paul Vogels, Director

Signed this _____ day of _____, 19 _____.

**APPENDIX A
WAGE RATES**

Classification	Effective April 1, 1997
Community Care Worker	\$ 12.30
Community Care Worker - Sleep Shift	10.50
Community Care Worker - Casual	10.30
<p><i>Lump Sum Payment in Lieu of Retroactivity:</i></p> <p><i>The Employer agrees to pay each employee on staff as of April 1, 1997 a lump sum payment equivalent to seventy-five cents (75¢) for all straight-time hours paid between April 1, 1995 and March 31, 1996, inclusive.</i></p> <p><i>The Employer further agrees to pay each employee on staff as of April 1, 1997, a lump sum payment equivalent to one dollar and ten cents (\$1.10) for all straight-time hours paid between April 1, 1996 and March 31, 1997.</i></p>	

APPENDIX B

LIST OF ARBITRATORS

Pursuant to Article 10.2 the following individuals will hear arbitration cases:

Judi Korbin
Vince Ready
Stephen Kelleher

LETTER OF UNDERSTANDING #1

PAGER DUTY

An employee whom the Employer designates to carry a pager and be available for calls shall receive a premium of twelve dollars and fifty cents (\$12.50) for each twenty-four (24) hour period of such responsibility.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Tracy Norman, HR/LR Consultant

Anne Bell, Bargaining Committee

Wendy Janzen, Director

Darlene Jonas, Staff Representative

Paul Vogels, Director

Signed this _____ day of _____, 19 _____.