

**COLLECTIVE AGREEMENT**

**between**

**FORT NELSON WOMEN'S RESOURCE SOCIETY**

**and the**

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

**Effective from September 30, 1996 to March 31, 1998**



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**DEFINITIONS**

1. *"Basic pay"* means the hourly rate of pay negotiated by the Parties to this Agreement as specified in Appendix "1".
2. *"Board member"* means an elected or appointed member of the Board of Directors of Fort Nelson Women's Resource Society.
3. *"Day"* means a calendar day unless otherwise specified.
4. *"Day of rest"*, in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on a leave of absence.
5. *"Contract Employee"* means an employee who is employed for work which is not of continuous nature and of less hours than the current average workweek recorded in Appendix 5, who has signed a contract with FNWRS, and who is not replacing a member of the bargaining unit.
6. *"Employee"* means a member of the bargaining unit and includes:
  - (a) *"Regular Employee"* - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) *"Temporary Employee"* - meaning an employee who is employed for work which is not of continuous nature, such as:
    - (i) seasonal positions;
    - (ii) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave, or other leave;
    - (iii) temporary positions created by special programs such as summer student employment programs, winter works programs for the unemployed, emergencies such as floods, or other special temporary programs.

*"Employee"* does not include Board members.
7. *"Employer"* means the Board of Directors of the Fort Nelson Women's Resource Society, hereinafter referred to as the Employer. An Employer may not be an employee.
8. *"Grievance"* means a difference between Parties regarded as cause for concern or complaint.
9. *"Headquarters"* or *"Geographic location"* is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs her duties.
10. *"Holiday"* means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.
11. *"Hours of operation"* are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.

12. *"Lateral transfer or transfer"* refers to the movement of an employee from one position to another.
13. *"Layoff"* is a cessation of employment as a result of a reduction of funding. Should funding become available, employees will be recalled in accordance with Articles 13 and 26 of this Agreement.
14. *"Leave of absence without loss of pay"* means to be absent from duty with permission and without loss of regular pay.
15. *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
16. *"Partner"* means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with to the employee for a period of twelve months. Discontinuance of a cohabitation for a period of more than 30 consecutive days shall terminate the eligibility for benefits of this partner.
17. *"Probation"* - Probation for an employee is the ninety (90) calendar days immediately following appointment to a position or such further period in accordance with Clause 10.9.
18. *"Resignation"* means a voluntary notice by the employee that she is terminating her service on the date specified.
19. *"Rest period"* is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
20. *"Shift"* means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
21. *"Travel status"* with respect to an employee means absence of the employee from her headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside her headquarters or geographic location.
22. *"Union"* means the B.C. Government and Service Employees' Union.
23. *"Volunteer"* means a person who provides gratis labour. Volunteers are responsible to the employees.
24. *"Workday"* is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift shall be deemed as time worked after a shift.

## **PREFACE**

The purpose of the Fort Nelson Women's Resource Society is to be a source of information, referral, and support for women in the Fort Nelson area. We work from a feminist perspective by recognizing that there is an inherent power imbalance in society. We help women to clarify what they want and need, rather than what they have been socialized to expect. We acknowledge and validate women's strength, skills, and ability to make choices in their own best interest. The following are the goals of Fort Nelson Women's Resource Society:

1. Promote actions regarding the status of women.
2. Provide a feminist base from which the women in the Fort Nelson area can explore and develop knowledge on issues which affect their well being.
3. Empower women through sharing, emotional support, skill development, and educational material.
4. Address issues of violence against women.
5. Assist in advocating for women in the positive resolution of issues.
6. Work towards the identification and elimination of barriers to women's equal participation in the community.
7. To provide safe shelter, counselling and support to women and their children who are victims of family violence.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

(a) The purpose of this Agreement is to provide, for the Employer and employees, the full benefits of orderly collective bargaining in order to accomplish the goals of the Fort Nelson Women's Resource Society. The common interests of Fort Nelson Women's Resource Society in this Agreement are to: maintain a harmonious, mutually beneficial relationship; reflect feminist values in the workplace by providing a respectful, healthy and safe work environment; maintain a collective decision-making structure; and recognize progressive human resource trends as they emerge and Fort Nelson Women's Resource Society evolves.

(b) The Employer and Union agree to abide by the terms set out in this Agreement. The Union agrees it will instruct its members to act in accordance with the terms as contained in this Agreement.

(c) The Parties of this Agreement share a desire to promote the status of women in the Fort Nelson area and improve the quality of the service provided by the Fort Nelson Women's Resource Society. Where both Parties agree that funding has been unjustly withdrawn from, or not approved for, the Fort Nelson Women's Resource Society by any funding body, the Parties agree to make all necessary efforts available to ensure that such funding is secured so as to continue any operation left in doubt by such funding shortage.

(d) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of employees, Board members, volunteers, and the

public meets the acceptable social standard of the workplace. The Parties agree to foster and promote such an environment.

(e) *"Harassment"* is defined as:

- (1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia. These include: age, race, sex, national or ethnic origin, colour, religion, political belief, disability, marital status, family status, sexual orientation or conviction of an offence for which a pardon was granted;
- (2) deliberate gestures, comments, questions, representations, or other behaviour that ought reasonably to be known to be unwelcome by the recipient and which serve no legitimate work related purpose;
- (3) any unwelcome action by any person whether verbal or physical, on a single or repeated basis, which ridicules, humiliates, insults, frightens or degrades. *"Unwelcome"* in this context means any action which the harasser knows or ought reasonably to know is not desired by the victim of the harassment.

## **1.2 Future Legislation**

In the event that any future legislation renders null and void, or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

## **1.3 Conflict with Policies**

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

## **1.4 Singular and Plural**

Whenever the singular is used in this Agreement the same shall be construed as meaning the plural if the facts or context so require.

## **1.5 Human Rights Act**

- (a) The Parties hereto agree not to discriminate against any employee because of religious or political affiliation, race, colour, national origin, age, sex, marital status (including common-law relationships), family status, sexual orientation, physical or mental disability providing that such disability does not unduly interfere with the employee's ability to adequately do the work.
- (b) This section shall not be construed as limiting the Employer's right and obligation to hire only women employees, as Fort Nelson Women's Resource Society is a non-profit organization serving women.

## **1.6 Personal and Sexual Harassment in the Workplace**

- (a) Personal and sexual harassment violates the fundamental rights, dignity and integrity of the individual. The Union and the Employer recognize the right of employees to be treated fairly in an

environment free of personal and sexual harassment. The Employer shall take such actions as are necessary respecting an employee, Board member, volunteer, or member of the public engaging in sexual or personal harassment in the workplace.

(b) Personal harassment shall be generally defined as:

- (1) offensive comments and/or actions which demean and belittle an individual and/or to cause personal humiliation;
- (2) acts of intimidation, blackmail or coercion which may or may not impact upon or influence the distribution of work assignments, or training opportunities, promotional opportunities, performance evaluations or the provision of references;
- (3) any behaviour by any person that is threatening to an employee or endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

This section shall not be construed as limiting the Employer's right to reasonably and properly undertake disciplinary action for just cause pursuant to Article 10.

(c) (1) Sexual harassment is any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse consequences for the victim of the harassment.

(2) Sexual harassment includes, but is not limited to, unwanted physical contact, sexual advances, requests for sexual favours, suggestive or offensive comments or gestures emphasizing sexuality, sexual identity, or sexual orientation.

(d) (1) Concerns or complaints of this nature shall be treated in *strict confidence* by Union and Employer representatives.

(2) An employee who wishes to pursue a concern arising from an alleged personal or sexual harassment may contact an Employer representative to discuss the resolution of a concern arising from alleged personal or sexual harassment prior to a submission of a complaint in writing.

(3) An employee who wishes to pursue a concern arising from alleged personal or sexual harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence through the Union or a representative designated by the Employer.

(4) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.

(5) Within five (5) days, the Employer's representative and a Union representative shall agree on an impartial investigator and terms of reference. The investigator shall submit a report, within fifteen (15) days of receipt of the complaint, making recommendations to the Employer to resolve the issue. The Employer shall, within fifteen (15) days of receipt of the reports, follow the recommendations.

- (6) Where the complaint is determined, by the agreed-upon investigator, to be a frivolous, vindictive or vexatious nature, an Employer representative may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.
- (e) Where either Party to the proceeding is not satisfied with the Employer's response, the complaint shall, within thirty (30) days, be put before a panel consisting of a Union Representative, an Employer Representative, and a mutually agreed upon chairperson, and the majority decision will be final and binding. The panel shall have the right to:
- (1) dismiss the complaint;
  - (2) determine the appropriate level of discipline to be applied to the offender; and
  - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (f) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Employer or the panel.
- (g) Where the harasser is not an employee and the complaint is one of personal harassment, the complainant may elect a process from above subsection (d).
- (h) This Article 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 of sexual harassment must choose to direct a complaint to either the Human Rights Council or to the process specified in the Sexual Harassment Policy and Procedures. In either event a complaint of sexual harassment shall not form the basis of a grievance.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

The bargaining unit shall comprise employees of the Employer described in the Certification issued August 16, 1995 except those employees in positions mutually agreed to by the Parties.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the Certification issued by the Labour Relations Board on August 16, 1995 applies.

### **2.3 Correspondence**

- (a) All correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his/her designate, or the Employer or its representative, as the case may be. A copy of all correspondence shall be sent to the steward.
- (b) A copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

### **2.4 No Other Agreement**

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

### **2.5 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 employee for reason of membership or activity in the Union.

### **2.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. There may be up to two (2) stewards selected.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward or her alternate shall obtain permission of an Employer representative before leaving her work to perform her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the stewards shall notify the Employer representative.
- (d) Duties of the stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) attending meetings at the request of the Employer;
  - (4) accompanying employees pursuant to Clause 10.8.

### **2.7 Bulletin Boards**

The Employer shall provide one (1) bulletin board in each worksite for the exclusive use of the bargaining unit.

### **2.8 Union Insignia**

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer, Union shop cards for the entrances of all work locations. Such cards will remain the property of the Union, and shall be surrendered upon demand, and shall be of a mutually agreeable size and type.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*". This designation shall, at the employee's option, be replaced on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

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

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 Labour Relations Code of British Columbia. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

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

### *(a) Without Pay*

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board.

To facilitate the administration of this clause, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice in writing prior to the commencement of leave under this clause.

### *(b) With Pay*

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

- (1) to stewards, pursuant to 2.6;
- (2) to employee representatives who are members of the Labour-Management Committee while attending meetings of the Committee;
- (3) for up to two (2) employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee and to carry on negotiations with the Employer. The Union may call upon additional employees for technical information or advice pursuant to this Section, provided not more than one additional employee is involved at any one time.

## **2.11 Union Meetings**

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.
- (b) The Union shall provide four (4) weeks' notice to an Employer representative of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

**2.12 Emergency Services**

The Parties recognize that, in the event of a legal 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.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who, on August 16, 1995, were members of the Union, shall, as a condition of continued employment, maintain such membership while employees of the Employer.
- (b) All employees hired on or after the date of August 16, 1995 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.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the regular wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in the second payroll period, and membership dues or payments in lieu thereof shall be forwarded to the Union in the month after which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 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. This information shall include the following: Social Insurance Number, surname and first name, address, sex, birth date, job classification number and job step, gross pay, month-to-date dues and will be provided in ASCII language.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) The Employer shall supply each employee, without charge, a statement for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such statements shall be provided to the employees prior to March 1st of the succeeding year.
- (g) The Employer will not be liable for any amount of money owing to the Union that is not paid by the employee where there are insufficient wages owing to the employee by the Employer, or where the employee has failed to authorize such deductions.

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

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A new employee shall be advised of the name and location of her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to her steward, who will provide the employee with a copy of the Collective Agreement. Where operational requirements permit, the Employer agrees that a Union steward will be given the opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership, and the employee's responsibilities and obligations to the Employer and the Union.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

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

**ARTICLE 7 - EMPLOYER/UNION RELATIONS**

**7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its representatives and, similarly, the Employer shall supply the Union with a list of its Board Members with whom the Union may be required to transact business.

**7.2 Union Bargaining Committee**

A Union bargaining committee shall be elected and consist of up to two (2) employees of the bargaining unit. The Union shall have the right, at any time, to have the assistance of the staff of the Union when negotiating with the Employer; however, the total Union bargaining committee will not exceed four (4), except by mutual agreement.

**7.3 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of Union staff shall notify the designated Employer Representative in advance of their intention and their purpose for entering, and shall not interfere with the operation of the Employer.

(c) 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.

(d) The Employer recognizes that in some circumstances it is difficult for the President or his/her paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or his/he designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employers shall grant permission for such meeting not to exceed one (1) hour duration. Attendance at such meetings shall be considered as time worked.

(e) The Union recognizes the safety, privacy and confidentiality of the clients served at any work location, and for that reason, without compromising the Union and employee's right to mutual access, the Employer will allow paid time for employees to travel between any two (2) work locations, where the travel is necessitated by the Employer.

#### **7.4 Technical Information**

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

#### **7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Parties to this Agreement to meet regularly to discuss problems which may arise.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

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

- (a) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or Arbitral Award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline, or suspension of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the Grievance Procedure in this Article.

#### **8.2 Step 1**

In the first Step of the Grievance Procedure, every effort shall be made to settle the dispute with the designated Employer representative. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, she shall not, where possible, act as a steward in respect of her own grievance, but shall submit the grievance through another steward or Union Staff Representative.

#### **8.3 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 Clause 8.4, must do so no later than thirty (30) days after the date:

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

#### **8.4Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting her grievance to the designated Employer representative through the Union steward.
- (b) The Employer representative shall acknowledge receipt of the written grievance by signing and dating the grievance at the time the grievance is presented.

#### **8.5Time Limit to Reply at Step 2**

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

#### **8.6Failure to Act**

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

#### **8.7Time Limits to Submit to Arbitration**

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

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due.

#### **8.8Administrative Provisions**

- (a) Grievances and replies at Step 2 of the Grievance Procedure and notification to arbitrate shall be by registered mail.

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

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

### **8.9 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the Grievance Procedure within fourteen (14) days of the date on which the dismissal occurred, or within fourteen (14) days of the employee receiving notice of dismissal or suspension.

### **8.10 Deviation from Grievance Procedure**

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

(b) 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.

(c) Where an employee has filed a complaint with the Human Rights Council, the Ombudsman or the Employment Standards Branch, the grievance procedure shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within forty-five (45) days of it being filed.

### **8.11 Policy Grievance**

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer's representative 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 Step 2 of the Grievance Procedure.

### **8.12 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error 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.

### **8.13 Effective Date of Settlements**

Settlements reached at any Step of the grievance procedure in this Article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence, or the date set by a Board of Arbitration.

### **8.14 Amending 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.

### **8.15 Investigator**

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the term of the Collective Agreement, an Investigator agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.
- (d) The Parties agree that submission to an Investigator will not take place until after Step 2 of the grievance procedure has been completed.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

- (a) Where a difference arising between the Parties, relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at the second Step, of its desire to submit the difference or allegations to arbitration.
- (b) A submission of such a difference or allegation to arbitration shall be by registered mail to the Labour Relations Board with a copy to the other Party.
- (c) Where the matter in dispute is a dismissal grievance, the Labour Relations Board shall set a date for the hearing to be held between the sixth and eighth week from the date that such a hearing is requested.

### **9.2 Assignment of a Single Arbitrator**

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

### **9.3 Board Procedure of the Arbitrator**

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

### **9.4 Decision of the Arbitrator**

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

### **9.5 Disagreement on Decision**

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

### **9.6 Expenses of the Arbitrator**

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator appointed pursuant to 9.2.

### **9.7 Amending Time Limit**

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

### **9.8 Alternative to Full Arbitration**

Notwithstanding the foregoing, an expedited arbitration/mediation procedure will be established in accordance with Article 9.9.

### **9.9 Expedited Mediation/Arbitration Process**

- (a) The Parties may determine by mutual agreement that a grievance is suitable for an expedited mediation/arbitration process. Once the Parties have agreed, the process in this clause will substitute for that portion of the grievance arbitration provisions of the Agreement contained in Article 8 that have not already been exhausted by the Parties.
- (b) The framework for the expedited mediation/arbitration process is as follows:
  - (1) All grievances shall be considered suitable for and resolvable by expedited arbitration except those dealing with dismissals, and those arising out of grievances filed pursuant to Article 1.6 - Harassment.
  - (2) An arbitrated outcome will be binding on the Parties; mediation will result in recommended terms of settlement only.

- (3) The arbitrator referred to in this clause shall be appointed by the Parties from the list of agreed to arbitrators appended to this Agreement. The Parties shall equally share the costs of the fees and expenses of the arbitrator.
  - (4) The process may only be used after exhaustion of all Steps of the grievance procedure.
  - (5) No legal counsel will be used by either Party. The Union will use elected officers or Staff Representatives. The Employer will use representatives who are not part of the bargaining unit.
  - (6) The procedure cannot be used should an application for a Settlement Officer under Section 87 of the Labour Relations Code have been made by either Party.
  - (7) The number of cases to be heard at any given time will not exceed three (3).
  - (8) The Parties or their representatives will try to arrive at a prepared, agreed statement of facts for joint presentation to the mediator/arbitrator.
  - (9) Wherever possible the appointee will attempt to secure a mediated settlement between the Parties, and shall not proceed to an arbitration decision until impasse is reached.
  - (10) In a case where the arbitrator must write a decision, such decision shall be brief and to the point, but shall contain a summary of the reasons for the decision.
  - (11) An agreed schedule for the process will be arranged by the Parties in advance, based on a mutual assessment of the length of time needed to present each case.
  - (12) Formal rules of evidence will be waived except for the rule of "*onus*".
  - (13) The offices of Fort Nelson Women's Resource Society and the Union will be used for the process on an alternating basis starting with the Union office.
  - (14) The Parties will arrange expedited arbitration as the need arises. However, the Parties agree that all grievances selected for this process must be scheduled for hearing within six (6) months.
- (c) The procedure guidelines for the expedited mediation or arbitration process are as follows:
- (1) *Opening Statement:* The precis of the issues will set out the case from each Party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.
  - (2) *Hearing:* Sufficient witnesses should be called to ensure the facts and allegations are sufficiently canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.
  - (3) *Argument:* As agreed, the Parties will not cite exhaustive legal precedents but will normally refer to Brown and Beatty or Palmer etc. for summary purposes.
  - (4) *Mediation:* Counsel agree to accept some responsibility at this stage to assist the appointee assessing the evidence before her/him, including assessing credibility and/or contradictory evidence.

(5) *Decision:* If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of her/his decision, the Parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such opportunity should not be wasted or prolonged by either counsel continuing to argue the merits of their case.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

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

### 10.2 Dismissal

Dismissal of any employee for just cause shall be decided by a consensus decision of Board Members. Notice of dismissal shall be in writing and shall set forth the reasons for the dismissal.

### 10.3 Suspension

(a) Suspension of any employee for just cause shall be decided by a consensus decision of Board Members. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

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

### 10.4 Dismissal and Suspension Grievance

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

### 10.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of her personnel record. Upon the employee's request, any such document other than formal employee evaluations shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### 10.6 Employee Evaluation Forms

(a) Where a formal evaluation of an employee's performance is carried out, it shall be used to inform both the employee and the Employer of the employee's general progress and identify areas for

professional development. It shall not be used as a tool for discipline but as a tool of support for the employee in achieving the goals and expectations of her position.

(b) 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 employee 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 one of the places provided. No employee may initiate a grievance regarding the contents of an employee evaluation, unless the employee has signed in the space indicating disagreement with the evaluation. An employee shall, upon request, receive a copy of the employee evaluation 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 are subject to the grievance procedure of this Agreement.

### **10.7 Personnel File**

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

### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have her steward present at any discussion with any Employer representative, which the employee believes might be the basis of disciplinary action. Where an Employer representative intends to interview an employee for disciplinary purposes, the Employer representative shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact 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 any Employer representative which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay in the appropriate action being taken.

### **10.9 Rejection During Probation**

(a) A probationary employee may be rejected for just cause by a consensus decision of Board Members upon consultation with the regular employees (excluding the steward). The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) To allow the probationary employee a further opportunity to prove suitability, the Employer may extend the period of probation for a further period not exceeding sixty (60) days, within which such person may be rejected.

- (c) Where an employee feels she has been aggrieved by the decision to reject the employee during the probationary period, she may grieve the decision at Step 2 through the formal grievance procedure within fourteen (14) days of receiving the notice of rejection.

#### **10.10 Abandonment of Position**

An employee who fails to report for duty for three (3) workdays as defined in Appendix 5 without informing the Employer of the reason for this absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined**

For the purpose of this Agreement service seniority shall mean the length of continuous service as a regular employee of the Employer.

#### **11.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each regular employee commenced employment. An up-to-date service seniority list shall be sent to the President of the Union prior to the expiry of this Agreement.

#### **11.3 Loss of Seniority**

- (a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 19, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, up to thirty (30) days.
- (c) A regular employee on a claim recognized by the WCB shall be credited with service seniority equivalent to what she would have earned had she not been absent and had been able to work.
- (d) An employee shall lose her seniority as a regular employee in the event that:
- (1) she is terminated for just cause;
  - (2) subject to 11.4, she voluntarily terminates her employment or abandons her position;
  - (3) she is on layoff for more than two (2) years.

#### **11.4 Re-employment**

A regular employee who resigns her position and within sixty (60) days is re-employed as a regular employee, shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

### 11.5 Bridging of Service

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

- (a) The employee must have been an employee with at least one year of service seniority at the 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; and during that time, the employee must not have been engaged in remunerative employment for more than six (6) months unless by agreement with the Labour/Management Committee in Article 27.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### 11.6 Same Service Seniority Date

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

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Postings

- (a) Vacancies that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days.
- (b) Positions or vacancies shall be posted and filled when the position or vacancy is identified to be more than one (1) month except for short term sick leave relief assignments.
- (c) The notice of postings shall contain the following information: nature of position, experience, qualifications, required knowledge and education, skills, hours and wage. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (d) Notices shall be posted on the appropriate bulletin board and advertised in local newspapers at least seven (7) days prior to the closing date of the competition.
- (e) All job postings shall state, "*This position requires Union membership.*"
- (f)
  - (1) The Employer shall fill vacancies from within the bargaining unit providing employees are available with the required minimum qualifications before hiring new employees.
  - (2) Applicants shall be appointed on the basis of qualifications, ability and seniority. The senior qualified applicant will be appointed.

### 12.2 Selection Process

For the purpose of this section, an internal applicant is either a current employee or a volunteer.

- (a) Selection of the successful applicant shall be made by the hiring committee, consisting of at least one regular employee, and at least one Board member with a minimum of three women. The decision shall be made by consensus.
- (b) The factors used to select the successful applicant shall be experience, qualifications, skills, knowledge, volunteer experience at Fort Nelson Women's Resource Society, feminist principles, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed, and consistent with the position description requirements.
- (c) In the event that the qualifications of external and internal applicants are equal, priority in appointment shall be given to the internal applicant.
- (d) In the event that the qualifications of internal applicants are equal, seniority shall be the determining factor.
- (e) Disputes regarding the application of the above shall be resolved pursuant to Articles 8 and 9 for internal applicants who are members of the bargaining unit.

### **12.3 Positions Temporarily Vacant**

The Employer agrees to make every reasonable effort to ensure that the work loads of regular employees will not be unnecessarily increased as a result of positions temporarily vacant due to illness, vacation leave or any other reason.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Pre-layoff Canvass**

- (a) Prior to the layoff of regular employee(s) under Clause 13.2 the Employer shall canvass the employees to invite:
  - (1) resignation with severance as provided for in Clause 13.5 as appropriate; or
  - (2) where eligible, early retirement.

The Employer will advise the Union and employees of the number of individuals and positions likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvass.

- (b) Where an employee accepts an option in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

### **13.2 Layoff**

- (a) In the event of layoff for insufficient current operating funds budgeted to maintain current levels of employment, the following shall apply;

- (1) Temporary employees shall be laid off.
  - (2) Pre-layoff canvass.
  - (3) Regular employees shall have their hours reduced equally and accordingly to the budget reduction to a minimum of 25 hours per week per employee.
  - (4) If a reduction of hours to less than 25 hours per week per employee is required, the regular employees shall make a decision by consensus, within five (5) days, as to the number of hours they will each work.
  - (5) If a decision is not made by the employees, regular employees shall be laid off in reverse order of service seniority.
- (b) In the event of layoff for a reduction in or discontinuance of funds for a program, activity, or service of the Employer, the following shall apply;
- (1) Temporary employees shall be laid off.
  - (2) Pre-layoff canvass.
  - (3) Regular employees, whose service is discontinued or reduced, shall be laid off in reverse order of service seniority.

### **13.3 Recall**

Regular employees on layoff shall be recalled in order of service seniority.

### **13.4 Advance Notice of Layoff**

The Employer shall notify regular employees, who are to be laid off, four (4) workweeks prior to the effective date of layoff. If the employee has not had the opportunity to work four (4) workweeks after notice of layoff, she shall be paid in lieu of work for that part of the four (4) workweeks during which work was not made available.

### **13.5 Severance Pay**

Upon layoff, a regular employee will have the option to choose severance pay in the amounts and under the conditions as follows:

- (a) A regular employee will receive one (1) weeks' pay for every year of continuous service, with a minimum of two (2) weeks and a maximum of ten (10) weeks' pay.
- (b) An employee choosing severance pay must do so within thirty (30) days of layoff.
- (c) Once an employee has chosen severance pay, she will be removed from the recall list and will be deemed to have resigned from her position.

### **13.6 Volunteer Gratis Labour**

The importance of volunteers being involved in reception, programming, victims' support, and other tasks is recognized and approved by the Union. The Employer agrees that the use of the above-mentioned or other gratis labour will not be expanded if it will result in the layoff of employees.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

- (a) (1) The Parties recognize the Employer's right to establish hours of operation to provide adequate service to the public and to fulfil the functions of the work unit, as established in Appendix 3.
- (2) The hours of work including paid holidays will be as established in Appendix 5.
- (3) The standard full-time workweek will consist of five (5) days, generally Monday to Friday.
- (b) Where funding dictates a less than standard workweek, hours of work will be by agreement of both Parties but not less than hours of work established in Appendix 5.
- (c) Where the Employer permits and the employees involved agree, the workday may be extended in order to meet an operational requirement. In such cases, the workday shall not be extended beyond ten (10) hours.

### 14.2 Conversion of Hours

(a) *Lieu Days*

Where an employee is granted a lieu day pursuant to Article 16.3 or 16.4 of this Agreement, the time off granted will be the daily hour equivalent as established in Appendix 5.

(b) *Vacation*

Where an employee is granted vacation pursuant to Article 17.1 of this Agreement, the annual vacation entitlement shall be in weeks which correspond to hours of work established in Appendix 5.

(c) *Designated Paid Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 16 of this Agreement, the time off will be the daily hours equivalent as established in Appendix 5 per designated paid holiday.

### 14.3 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday. Service to the public shall be maintained during meal periods.
- (b) An employee shall be entitled to take her meal period away from the workplace. The meal period shall be considered as time worked.
- (c) The length of meal period shall be sixty (60) minutes.

#### 14.4 Rest Periods

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. Employees working a shift of three (3) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall be taken without loss of pay to the employee.

#### 14.5 Flextime

- (a) Flextime means the hours worked by an employee, or group of employees, after consultation and agreement with other staff, to:
- (1) choose their starting and finishing times; and
  - (2) choose their length of workday.
- (b) The averaging period for employees to work flextime shall be a four (4) week period based on the hours established in Appendix 5.
- (c) Hours worked in excess of those referenced in (b) above, must be authorized by the Employer to carry forward into the next two (2) week period.
- (d) An employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for daily hour equivalent established in Appendix 5.
- (e) All flextime arrangements shall be approved in advance by the Board of Directors.

### ARTICLE 15 - OVERTIME

#### 15.1 Preamble

The employees and the Employer recognize the high risk of "burnout" associated with the type of services provided. In order for the employees to maintain their emotional and physical health, overtime, outside of flextime averaging period, is discouraged.

#### 15.2 Definitions

- (a) "Overtime" means work performed by a regular employee in excess of the averaging period outlined in Article 14.5(b).
- (b) "Straight-time" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times (1½) the straight-time rate.
- (d) "Double time" means twice the straight-time rate.
- (e) "Double time and one-half" means two and one-half times (2½) the straight-time rate.

#### 15.3 Authorization and Application of Overtime

An employee who is requested to work overtime shall be entitled to overtime compensation when:

- (a) the overtime worked is authorized in advance by the Employer; and
- (b) the overtime hours are created due to extra work when there is extra funding available;
- (c) the employee agrees to work overtime.

Overtime shall be calculated in fifteen (15) minute increments.

#### **15.4 Sharing of Overtime**

Equitable allocation of overtime shall be decided jointly by the Employer and regular employees, considering availability of employees and type of work required to be performed.

#### **15.5 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) straight-time up to 35 or 40 hours per week, depending on program;
- (b) time and one-half for over 35 or 40 hours per week, depending on program;
- (c) equivalent compensatory time off in lieu of pay.

#### **15.6 No Layoff to Compensate for Overtime**

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

#### **15.7 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action, except in emergency situations.

### **ARTICLE 16 - PAID HOLIDAYS**

#### **16.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

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

- (b) Any other day which may be proclaimed as a holiday by Federal, Provincial, or Municipal Governments.

#### **16.2 Holidays Falling on Saturday or Sunday**

When any of the above-noted holidays fall 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 Monday) shall be deemed to be the holiday for purposes of this Agreement.

### **16.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.

### **16.4 Holiday Falling on a Scheduled Workday**

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

(b) By mutual agreement, the compensation rate may be compensated by the equivalent time off, where such time off shall be scheduled by mutual agreement.

### **16.5 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.

### **16.6 Christmas or New Year's Day Off**

In the event the workplace is open where it is necessary for regular employees to work Christmas or New Year's Days, every reasonable effort shall be made to schedule an employee one of those days off. This provision does not apply where there are employees willing to work on both days.

### **16.7 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay.

### **16.8 Holiday of One's Own**

An employee shall have the option of working Easter Monday in exchange for one (1) paid day off to observe any other day other than those referred to in Article 16.1. Employees exercising this option shall request the holiday one (1) month before the Easter Monday holiday.

## **ARTICLE 17 - ANNUAL VACATIONS**

### **17.1 Annual Vacation Entitlement**

(a) Definitions:

*Vacation Year:* For the purpose of this Article, a vacation year shall be the calendar year commencing April 1 and ending March 31.

*First Vacation Year:* The first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

<b>Vacation Years</b>	<b>Workweeks</b>
First to fifth.....	3
Sixth and thereafter .....	4

(c) Conversion of Hours - the annual vacation entitlement shall be converted to hours based on the current average workweek hours in Appendix 5.

### **17.2 Vacation Earnings for Partial Years**

(a) During the first partial year of service, a new employee will earn vacation at the rate of one-quarter ( $\frac{1}{4}$ ) of a workweek for each month for which she earns ten (10) days' pay.

(b) During the first and subsequent vacation years, an employee will earn one-twelfth ( $\frac{1}{12}$ ) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion shall be charged against future earned credits or recovered upon termination, whichever occurs first.

### **17.3 Vacation Scheduling**

(a) With the exception of authorized vacation carryover under Clause 17.6, the scheduling and completion of vacations shall be on a calendar-year basis.

(b) The calendar year in which the employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth (5th) anniversary falls shall be the fifth (5th) vacation year; in which the sixth (6th) anniversary falls the sixth (6th) vacation year, etc.

(c) During the first six (6) months of continuous employment an employee may, subject to mutual agreement, take vacation leave which has been earned.

(d) Scheduling of vacations shall be accomplished in a fair and cooperative manner with all other employees.

(e) Once approved, the schedule shall not be changed, other than in the case of an emergency, except by mutual consent of the employee and the Employer's representative.

### **17.4 Vacation Pay**

(a) Payment for vacation will be made at an employee's basic pay.

(b) Upon fourteen (14) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of the basic paycheck issued during the vacation period.

### **17.5 Approved Leave of Absence With Pay During Vacation**

When an employee is in receipt of the Short Term Illness and Injury Plan Benefits, or on approved leave with pay in accordance with Clauses 19.1, 19.5, 19.7 and 19.8 during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **17.6 Vacation Carryover**

An employee may carry over up to one (1) workweek vacation leave per vacation year. An employee shall not receive cash in lieu of vacation time, except upon long term disability, termination of employment, resignation, retirement, or death.

#### **17.7 Callback from Vacation**

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

#### **17.8 Vacation Leave on Retirement**

An employee scheduled to retire or who has reached the mandatory retiring age shall be granted full vacation entitlement for the final calendar year of service.

#### **17.9 Vacation Credits Upon Death**

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

### **ARTICLE 18 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY**

#### **18.1 Short-Term Illness & Injury and Long-Term Disability**

The Employer shall pay the full premiums and maintain short-term illness and injury and long-term disability plans.

#### **18.2 Personal Health Leave Entitlement**

In any one (1) calendar year a regular employee shall be entitled to a total of twelve (12) days of paid health leave. Only one (1) workweek of sick leave may be taken consecutively, after which short-term benefits take effect. In exceptional circumstances, health leave entitlement may be used to supplement leave granted under Article 19.3 - Family Illness.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, or where the employee is in charge of funeral arrangements, an employee not on leave of absence without pay shall be entitled to special leave at her basic pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as a person related by marriage, adoption, or common-law including an employee's partner, child, parent, brother, sister, parent-in-law, sister/brother-in-law, son/daughter-in-law, grandparent, grandchild, great-grandparent, former guardian, ward, fiance or any person for whom the employee is required to administer bereavement responsibilities.
- (c) In the event of the death of the employee's friend or other relative the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of the bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

### 19.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at her basic rate of pay for the following:
- |     |  |                   |
|-----|--|-------------------|
| (1) | Partnership/marriage ceremony of the employee .....        | two (2) days      |
| (2) | Attending partnership/marriage ceremony of a child .....   | one (1) day       |
| (3) | Birth or adoption of the employee's child .....            | two (2) days      |
| (4) | Moving household furniture and effects .....               | up to one (1) day |
| (5) | Court appearance for hearing of employee's dependent ..... | one (1) day       |
| (6) | Serious household or domestic emergency .....              | up to one (1) day |
| (7) | Attend formal hearing to become a Canadian citizen .....   | one (1) day.      |
| (8) | Employee's divorce hearing .....                           | one (1) day       |
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (7) and (8).
- (c) For the purpose of (a)(2), (3), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(4), an employee will qualify if she is maintaining a self-contained household, and if she is changing her place of residence which necessitates the moving of household furniture and effects during her normal working hours, and if she has not already qualified for special leave under (a)(4) on two (2) occasions within the preceding twelve (12) months.
- (e) A total of ten (10) days maximum shall only be used in one calendar year in Article 19.2(a).

### 19.3 Family Illness

In the case of illness or hospitalization of a member of the immediate family of an employee as defined in Clause 19.1(b), when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying the Employer representative to use up to two (2) days for this purpose. The leave may be granted more than once per calendar year.

#### **19.4 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 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.

#### **19.5 Leave for Court Appearance**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. Such leave shall be at her basic pay.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of her basic pay while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by a regular or temporary employee in her official capacity shall be at her basic pay.
- (e) Court actions arising from employment, requiring attendance at court shall be with pay.
- (f) In the event an accused employee is jailed pending court appearance, such absence shall be without pay.
- (g) For all the absences, the employee shall advise an Employer representative as soon as she is aware that such absence is required.

#### **19.6 Leave for Writing Examinations**

Leave of absence with basic pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall give the Employer advance notice of the time and place of the examination when they are made aware of the time and place.

#### **19.7 Training, Career and Professional Development**

- (a) The Parties support the necessity of basic and ongoing staff training and development to maintain and enhance work skills, and support the concept of career and professional development to enable employees to upgrade their present skills and keep up-to-date with the knowledge and skills in their respective fields.
- (b) The provisions of this Article are intended to assist regular employees in maintaining and improving their skills and to contribute to the planning of ongoing training and staff development in the organization.
- (c) The Joint Committee will review the requirements for and provision of necessary basic training and educational requirements applicable to all staff, including the needs for first aid competency, basic skill development and advancement, and in-house staff development. The Committee will also develop criteria and policy to govern the proper use and disbursement of funds for training, career and professional development.

### **19.8 Leave for Training, Career and Professional Development**

An employee shall be granted leave with pay to take training or other courses, or attend conferences, conventions or organizational development meetings. The Employer shall bear the full costs of the above, including tuition fees, entrance or registration fees, laboratory fees and course-related books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

### **19.9 Elections**

Any employee eligible to vote in a federal, provincial, or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open in which to cast her ballot.

### **19.10 Unpaid Leave**

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.
- (b) Regular employees, upon completion of each period of two (2) years of service, and who have scheduled their entitlement to vacation leave, may request unpaid leave for reasons other than those contained in (a) of this clause for one (1) period of up to three (3) months. Such leave must be approved by the Employer, in consultation with the employees. Such approval shall not be unreasonably withheld.
- (c) Employees will not accumulate seniority or benefits while on unpaid leave, but shall return to their former position or to a similar position.
- (d) Notwithstanding the above, an employee may have the option, while on unpaid leave, of reimbursing the Employer for any payment of benefit plan(s) premium(s) normally paid by the Employer, and thereby maintaining benefit coverage.

### **19.11 Leave for Medical and Dental Care**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or

dependents shall be permitted, but where any such absence exceeds two (2) hours, the absence shall be charged to the entitlement described in Clause 19.13.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 19.13 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

### **19.12 Definition of Dependent**

Wherever the word "*dependent*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, a child or any person dependent for care on an employee or an employee's partner.

### **19.13 Maximum Leave Entitlement**

Leave taken under Article 19.2, 19.3 and 19.11 shall not exceed a total of one hundred and five (105) hours per calendar year, unless special leave is approved by the Employer.

## **ARTICLE 20 - MATERNITY, PARENTAL & ADOPTION LEAVE**

A pregnant employee shall qualify for maternity, parental and adoption leave upon completion of the initial probation period.

### **20.1 Maternity Leave**

(a) Upon request, the employee will be granted leave of absence without pay for a period of not more than eighteen (18) weeks.

(b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

(c) The period of maternity leave shall commence six (6) weeks prior to expected day of delivery. The commencement of leave may be changed for any period approved in writing by a qualified medical practitioner, which shall include midwives.

(d) If the employee is unable to return to work after her maternity leave ends for reasons related to the birth as certified by a doctor or midwife, a further leave of absence not exceeding six (6) consecutive weeks may be taken.

(e) On return from maternity leave, an employee shall be placed in her former position, or in a similar position.

(f) Maternity leave for employees in their probationary period shall be in accordance with the Employment Standards Act.

**20.2 Maternity Leave Allowance**

- (a) An employee on maternity leave shall continue to accrue seniority and shall continue to qualify for annual vacation entitlement increases. Unused vacation time may be carried over to the following year.
- (b) After completing six (6) months' service, following return to work after maternity leave, the employee shall be paid by the Employer fifteen percent (15%) of the employee's monthly salary for a period of time equivalent to the paid portion of leave provided under the Maternity/Adoption Provision of the Unemployment Insurance Act.

**20.3 Parental Leave**

- (a) An employee is entitled to parental leave regardless of whether she has given birth or has adopted a child.
- (b) The employee will submit a written request to the Employer no later than four (4) weeks before the leave is due to start.
- (c) The parental leave shall be for a maximum of twelve (12) consecutive weeks without pay.
- (d) On return from parental leave, an employee shall be placed in her former position.
- (e) Parental leave for employees in their probationary period shall be in accordance with the Employment Standards Act.

**20.4 Adoption Leave**

- (a) Upon request, an employee shall be granted a leave of absence without pay for up to eighteen (18) weeks following the adoption of a child. If requested by the Employer, the employee shall provide proof of the adoption.
- (b) On return from adoption leave, an employee shall be placed in her former position.
- (c) Adoption leave for employees in their probationary period shall be in accordance with the Employment Standards Act.

**20.5 Extension of Leaves**

Maternity or adoption leave may be extended for up to an additional six (6) months without pay, without further seniority accrual, and without entitlement to paid benefits. The employee shall have the right to continue their benefits by paying the premiums during leave under this clause. If the extension is for health reasons, where a doctor's certificate is presented, the employee shall continue to accrue seniority and be entitled to paid benefits.

**20.6 Benefits Continuation**

For leaves taken pursuant to Articles 20.1, 20.3, 20.4, and 20.5 (for health reasons only), the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

**20.7 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.1, 20.3, 20.4 or 20.5 commenced unless she advised the Employer of her intent to return to work one (1) month prior to the expiration of the leave or if she does not return to work after having given such advice. The Employer will remind the employee one (1) month prior to the expiration of the leave that her intent to return to work is due.

**20.8 Entitlement upon Return to Work**

(a) Vacation entitlements shall continue to accrue while an employee is on leave pursuant to Article 20.1, 20.3 or 20.4 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year.

(b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions (for health reasons only) shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

**20.9 Maternity Leave Allowance Repayment**

(a) To be entitled to the maternity leave allowance pursuant to Article 20.2, an employee must sign an agreement that she will return to work and remain for at least six (6) months.

(b) If this does not occur, the employee shall fully reimburse the Employer for the maternity leave allowance under Article 20.2 above in full.

**20.10 Leave Sharing**

Where both parents are employees and wish to exercise the UIC option for joint maternity/parental leave benefits, such leave will be permitted, subject to the operational requirements of the Employer, and pursuant to Clause 20.1 of this Collective Agreement.

**20.11 General Provisions**

Conditions regarding maternity, adoption and parental leave not covered in Article 20 of this Agreement shall be in accordance with the Employment Standards Act.

**ARTICLE 21 - OCCUPATIONAL HEALTH & SAFETY****21.1 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 her shift, without deduction from her paid sick leave.

**21.2 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. Further, if it is deemed necessary by a medical

attendant, transportation home from work, from the hospital, or from a physician's office shall also be at the expense of the Employer.

### **21.3 Safety and Accidents**

Matters pertaining to safety and/or accidents shall be discussed in the Joint Labour/Management Committee established under Article 27. The Committee, as provided in Article 27, shall be notified of each accident or injury and the nature and cause of the accident or injury. In the event of a fatality, the Employer shall immediately notify the President of the Union of the nature and circumstances of the accident.

### **21.4 Health and Safety Program**

The Employer agrees to establish an appropriate health and safety program for the workplace in consultation with its employees.

### **21.5 Communicable Diseases**

(a) The Employer shall, in consultation with the workplace health and safety committee or workplace health and safety representative, develop and implement a program and procedure to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

(b) Where the Employer is aware of a client/resident with a communicable disease, the Employer shall inform the workplace health and safety committee or workplace health and safety representative and all employees who may have contact with client/resident of the inherent risk of the communicable disease.

(c) Where, pursuant to sub-section (b) preceding, the local Medical Health Officer determines that vaccination would be appropriate, and where a vaccination is or may become available as a preventative measure, such vaccination shall be made available on a voluntary basis to all employees who may be at risk of contracting the disease, at the Employer's expense.

### **21.6 Workplace Violence**

(a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, or the public.

(b) Where such potential exists:

(1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;

(2) applicable physical and procedural measures to protect employees shall be implemented.

(c) The Union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above.

(d) Employees shall be informed concerning the potential for violence or verbal abuse of a client, or another member of the public, subject to statutory limitation.

- (e) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

**21.7 Workers' Compensation**

The Union and the Employer agree to comply with the regulations made pursuant to the Workers' Compensation Act.

**ARTICLE 22 - TECHNOLOGICAL CHANGE**

The procedures to be followed by the Employer and the Union concerning technological change shall be as follows:

- (a) The Employer shall notify the Union in writing at least ninety (90) days before the introduction of any technological change which affects employees.
- (b) Technological change shall be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse affects.
- (c) If the Union and the Employer fail to agree upon such measures, the matter may be referred by either Party to arbitration for the purpose of determining such matters, and the technological change shall not be introduced by the Employer until such determination is made and only in accordance therewith.

**ARTICLE 23 - CONTRACTING OUT**

- (a) The Employer agrees not to contract out any Bargaining Unit work presently performed by employees covered by this Agreement without mutual agreement from the Union.
- (b) Where there are short-term special projects of less hours than the current average workweek, as defined in Appendix 5, the Employer may contract out the position. The contract employee shall receive a Letter of Agreement clearly stating the contract status, tasks, terms of payment, maximum amount of payment and expected duration of employment. A copy of the letter of appointment shall be forwarded to the President of the Union.
- (c) Contract employees shall be paid:
  - (1) a flat fee as agreed upon in the Letter of Agreement; or
  - (2) an hourly wage as recorded in Appendix 1, plus the mandatory Employer costs normally paid by the Employer. The mandatory Employer costs shall be based on the most recent provincial information sheet for the summer employment grant.

**ARTICLE 24 - HEALTH AND WELFARE**

**24.1 Basic Medical Insurance**

All employees may choose to be covered by the British Columbia Medical Plan, for which the Medical Services Plan is the licensed carrier. The cost sharing arrangement shall be fifty/fifty (50/50).

#### **24.2 Extended Health Care Plan**

Effective January 1, 1996, a mutually acceptable extended Health Care Plan shall be provided. The Employer shall pay the monthly premium. The cost sharing arrangement shall be fifty/fifty (50/50).

#### **24.3 Dental Plan**

Effective January 1, 1996, the Employer shall provide a Dental Plan which covers the following:

- Plan A - Basic - 100 percent
- Plan B - Major - 65 percent
- Plan C - Orthodontics - 65 percent

The Employer shall pay the monthly premiums. The cost sharing arrangement shall be fifty/fifty (50/50).

#### **24.4 Group Life**

Effective January 1, 1996, the Employer will pay the full premiums and maintain a mutually acceptable Group Life and Dismemberment Insurance Plan.

#### **24.5 Air Travel Insurance**

- (a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, regular and auxiliary employees will be covered by the terms and conditions of the Employer blanket insurance policy.
- (b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.
- (c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

#### **24.6 Unemployment Insurance**

Unemployment Insurance coverage shall be provided during the life of this Agreement for employees who are eligible for such coverage under the provisions of the Unemployment Insurance Act.

#### **24.7 Legislative Changes**

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the Parties.

#### **24.8 Health and Welfare Plan**

- (a) A copy of the master contracts with the carriers for the Extended Health Care, Dental and Group Life Plans shall be sent to the President of the Union.
- (b) The Employer shall provide each employee with a pamphlet explaining the highlights of each aspect of the employee benefit insurance plan. The cost of such a pamphlet shall be borne by the Employer.

**24.9 Retirement Benefits**

The Joint Committee established under Article 27 will review possible pension or group RRSP plans for regular employees. A mutually acceptable retirement plan will be prioritized in the budget and established by January 1, 1996.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

**25.1 Equal Pay**

The work of all employees, regular and temporary, is considered of equal value to the organization; therefore, all employees, regular and temporary, shall be paid the same hourly rate of pay as recorded in Appendix 1.

**25.2 Paydays**

- (a) Paydays shall be biweekly on Friday subject to the following:
  - (1) When a payday falls on a non-banking day, the paycheque shall be given on a regular banking day prior to the established payday.
  - (2) Payment for an annual vacation to which an employee is entitled shall be paid to the employee in one payment on or before the last working day before the beginning of the employee's vacation, provided sufficient notice in writing is given the Employer in order to arrange for the cheque.
  - (3) Items (1) and (2) above are predicated upon the paycheque being available and every reasonable effort will be made to make cheques available.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.

**25.3 Rates of Pay**

Rates of pay shall be as described in Article 25.1 and recorded in Appendix 1.

**25.4 Vehicle Allowance**

- (a) Employees will not be reimbursed for travel costs to and from the workplace for regular business.
- (b) Vehicle allowances for all distances travelled on the Employer's business shall be paid to employees who use their own vehicles for approved meetings, conferences, or staff development activities.

- (c) Vehicle allowances shall be in accordance with Appendix 4.
- (d) Regular employees will be reimbursed one hundred dollars (\$100) per year for a portion of basic business insurance on their private vehicles.

### **25.5 Meal Allowance**

Employees on travel status away from the Fort Nelson area shall be entitled to a meal allowance for the time spent away from headquarters. Meal allowances shall be in accordance with Appendix 4.

### **25.6 Upgrading Qualifications**

Where the Employer requires an employee to upgrade her skills or qualifications, the cost of training and normal living and travel expenses as laid down in this Agreement shall be borne by the Employer.

## **ARTICLE 26 - TEMPORARY EMPLOYEES**

### **26.1 Letter of Appointment**

A temporary employee shall receive a letter of appointment clearly stating her employment status, tasks, terms of payment, maximum amount of payment and expected duration of employment. Such term shall not exceed six (6) months except for short-term sick leave replacement and maternity leave replacement. A copy of the letter of appointment shall be forwarded to the President of the Union.

### **26.2 Seniority**

- (a) For the purpose of layoff and recall, a temporary employee who has worked in excess of four (4) current average workweeks, as defined in Appendix 5 of this Agreement, shall accumulate service seniority equal to the number of hours worked on the basis of:
  - (1) all hours worked at straight-time rate;
  - (2) designated paid holidays or days off in lieu.
- (b) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (c) For the purpose of layoff and recall, temporary employees who are on a claim recognized by the Workers' Compensation Board shall earn seniority for all hours the employee would have worked had she not been injured and been able to stay on the job.

### **26.3 Loss of Seniority**

A temporary employee will lose her service seniority when:

- (a) she is terminated for just cause;
- (b) she voluntarily terminates or abandons her position;
- (c) she is on layoff for more than six (6) months;

(d) she is unavailable for, or declines, two (2) offers, on separate days, of re-employment in which the duration and nature of work is reasonably similar to that which she carried out prior to layoff; or

(e) she becomes a regular employee.

**26.4 Layoff and Recall**

(a) Temporary employees shall be considered terminated for cause upon completion of their project or employment period.

(b) In the event of layoff for insufficient operating funds, a reduction in or discontinuance of funds for a program, activity, or service of the Employer, the layoff of temporary employees shall be in reverse order of service seniority within the program or service being reduced or discontinued.

**26.5 Application of Agreement**

Except as otherwise noted in this Article, the provisions of Articles 11, 13, 16, 17, 18, 19, 20 and 24 of this Agreement do not apply to temporary employees. The provisions of other Articles of this Agreement apply to temporary employees except as otherwise indicated.

**26.6 Health and Welfare**

In lieu of health and welfare benefits, temporary employees shall receive compensation of thirty-five cents (35¢) per working hour, up to a maximum of thirty-six dollars (\$36.00) per month.

**26.7 Designated Paid Holidays**

Temporary employees who have worked the day before and the day after a paid holiday shall be compensated for the paid holiday with a day off with pay.

**26.8 Rate of Pay**

Temporary employees shall be paid an hourly wage as recorded in Appendix 1.

**ARTICLE 27 - JOINT COMMITTEE**

(a) A Joint Committee shall be composed of members equal in number, represented by the Employer and the Union. The minimum size of the Committee shall be two (2) employees and two (2) Employer representatives. This Committee shall call upon additional employees for technical information or advice.

(b) The Employer and the Union shall keep each other advised of their respective representatives.

(c) The Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually agreeable time. Employees shall not suffer any loss of basic pay for the time spent on the Committee.

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

- (1) Review matters, other than grievances, relating to the maintenance of good relations between the Parties
  - (2) Correct conditions causing grievances and misunderstandings
  - (3) Establish a retirement benefit package by January 1, 1996
  - (4) Review wages and recommend funding proposals and wage increases by January 1, 1996
  - (5) Develop a dependent-care policy and funding proposals for dependent-care
  - (6) Review and propose enhancements to the Short-Term Illness and Injury, Long-Term Disability, Extended Health, and Dental Plans
  - (7) Review and update job descriptions
  - (8) Review and reword Article 16 - Paid Holidays in order to acknowledge employees of a non-Christian faith
  - (9) Review the requirements for and provision of necessary basic training and educational requirements applicable to all regular employees; develop criteria and policy to govern the proper use and disbursement of funds for training, career and professional development
  - (10) Investigate policies, procedures and questions of various benefits which may premise mutual goals in future sets of collective bargaining
- (e) Except as otherwise provided in the Agreement, if the Committee is unable to reach agreement on any issue referred to it under the Article, the issue under dispute shall be resolved through a mutually agreed upon mediator.

## **ARTICLE 28 - STUDENT WORK EXPERIENCE PROGRAMS**

### **28.1 Student Hire**

Students may be hired under employment programs sponsored by the provincial or federal governments for seasonal or short-term projects by agreement from the Union. The provisions of this Agreement do not apply to these students, except Article 3 and Article 4.

### **28.2 Rate of Pay**

Students in work experience programs shall be paid according to the agreed-upon government contract. The rate of pay shall not exceed the hourly employee's wage as recorded in Appendix 1.

## **ARTICLE 29 - PARTICIPATION IN ORGANIZATION**

### **29.1 Decision-Making**

As a means of power-sharing, honouring confidentiality, and the commitment of Fort Nelson Women's Resource Society to empower all women working within the organization, all Board Members, employees,

and volunteers are considered equal participants in decision-making in all organizational policies and procedures. Decisions relating to policies and personnel matters, as indicated in this Agreement, shall include only Board Members and employees who are members of the bargaining unit.

## **29.2 Meetings**

Time spent by regular and temporary employees attending monthly board meetings for operational reasons or when requested by the Board shall be considered as time worked. Organizational development workshops and meetings shall be considered as time worked.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.1 Dependent Care**

The Employer and the Union agree to establish a Joint Committee to develop policies and funding proposals for dependent care.

### **30.2 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 furnish or properly maintain equipment, machinery or supplies.

It is the responsibility of the employee to operate all equipment and machinery in such a manner so that breakdowns are minimized and production requirements are maintained.

### **30.3 Indemnity**

#### *(a) Civil Actions*

Except where it can be shown that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of her duties. The Employer also agrees to pay any legal costs incurred in the proceedings, including those of the employee.

#### *(b) Criminal Actions*

Where an employee is charged with an offence resulting directly from the proper performance of her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

*(c)* At the option of the Employer, the Employer may provide for legal services in the defence of an employee during any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

*(d)* In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any persons or organization notifying him/her of intended legal action against him/her; or
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events; or
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### **30.4 Political Activity**

#### *(a) Municipal and School Board Offices*

Employees may seek election to municipal and school board offices, provided that:

- (1) 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;
- (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the position.

Where Municipal Council or School Board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

#### *(b) Federal and Provincial Offices*

If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Article 19.4.

### **30.5 Duty of Accommodation**

The Employer shall accommodate the physical needs of employees who have become disabled.

### **30.6 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement for distribution to employees.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.1 Duration**

This Agreement shall be binding and remain in effect for eighteen (18) months to midnight, March 31, 1998.

### **31.2 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 January 2, 1998, but, in any event, not later than midnight, January 31, 1998.
- (b) Where no notice is given by either Party prior to January 31, 1998, both Parties shall be deemed to have been given notice under this clause on January 31, 1998, and thereupon Clause 31.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union, and similar notices on behalf of the Employer shall be given by the Employer Representative of the Board of Directors.

### **31.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 31.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **31.4 Change in Agreement**

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

### **31.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

### **31.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into effect on September 30, 1998.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Bill Nelson, HR-LR Consultant  
Community Social Services Employers'

\_\_\_\_\_  
Lynda G. Morrice, Staff Representative

\_\_\_\_\_  
Jackie Allen, Society Director

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

**APPENDIX 1  
RATES OF PAY**

<b>Position</b>	<b>Hours</b>	<b>October 1/95</b>	<b>April 1/96</b>	<b>November 30/97</b>
Coordinator Women's Centre	35	16.20	16.52	18.18
Child Witness Violence Counsellor	35	14.57	14.88	15.03
Support Workers	40	13.21	13.47	13.82
Casual/Relief		13.21	13.47	13.82

Should additional funding be received during the life of this Agreement, the Parties shall meet and agree on a method of distribution.

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**APPENDIX 2  
AGREED LIST OF ARBITRATORS**

Nancy Morrison  
Judi Korbin

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**APPENDIX 3  
WORK UNITS**

1. Administration Office
2. Other work units as required

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**APPENDIX 4  
VEHICLE ALLOWANCE AND MEAL ALLOWANCES**

**Effective September 8, 1996**

1. Vehicle allowance shall be thirty-five cents (35¢) per kilometre.
2. Meal Allowances shall be as follows:

Breakfast .....	\$8.50
Lunch .....	9.50
Supper .....	18.00

**INFORMATION APPENDIX 5  
BASIS OF UNITY**

- (1) We value emotional support to empower women in counteracting negative social conditions and oppression.
- (2) We are committed to education around power and equality with reference to sex, race, class, age, sexual preference, handicap, religion, language and culture. We will attempt to be sensitive to power imbalances in our work.
- (3) We value working in groups as a means of power sharing. We are committed to empowering all group members equally.
- (4) We recognize the importance of addressing and making visible the issue of childcare as part of any group work.
- (5) The resources of this society are committed to:
  - ⦿ developing emotional support, skill sharing and educational material for women;
  - ⦿ training women in the use of these materials in group settings;
  - ⦿ adapting these materials and training methods to the changing needs of the community.
- (6) We are committed to empowerment of people primarily using the philosophy of popular education.
- (7) The Society is committed to informed, individual decision-making regarding pregnancy and abortion. We are committed to supplying information on the realities of all alternatives. We emphasize self-responsibility in this decision-making process.
- (8) We are open to networking with social action groups. We have no political affiliation.
- (9) We will not use violence as a means of achieving our goals.
- (10) We support the furthering of awareness around issues concerning peace and justice.
- (11) We are committed to education and specific action to deal with the problems of sexual abuse and violence in our culture.
- (12) We deplore the degradation, exploitation and dehumanization of, and violence directed toward, women, men and children that exists in commercial pornography.
- (13) We are committed to being aware of environmental issues, their social impact and long term effects.
- (14) We are committed to and celebrate the physical, spiritual, mental, and emotional health and well-being of all people.
- (15) We celebrate being women.
- (16) Recognizing the changing, growing nature of women's involvement in the Fort Nelson Women's Resource Society, we are open to revising this document.

**MEMORANDUM OF UNDERSTANDING #1  
ADDITIONAL EMPLOYMENT AND PRIVATE PRACTICE**

The Employer acknowledges the employees' request that they be able to engage in additional employment and private practice. Given the potential for situations involving conflict of interest and/or ethical concerns, blanket approval of these endeavours cannot be given. However, the Employer is willing to participate in a joint committee with staff to determine what parameters or qualifications might be designed to minimize possible conflict of interest or ethical concerns.

**LETTER OF UNDERSTANDING #1  
JOB DESCRIPTIONS**

The Parties signatory to this Agreement, agree that Job Descriptions shall be developed jointly between the Union and the Board no later than January 1, 1996 and once developed shall become part of this Collective Bargaining Agreement and shall not be changed without mutual agreement from the Union.

**LETTER OF UNDERSTANDING #2  
RE: ARTICLE 13.5**

For the purpose of clarification, regular employees will receive an additional week of severance pay after the completion of an additional full year of service, or the equivalent in compensated hours. A year of service will be deemed 1820 hours.

Employees entitled to severance will receive severance pay based on the employee's earnings immediately prior to layoff.

**LETTER OF UNDERSTANDING #3  
SCHEDULING**

The Employer recognizes that Seniority is a significant factor in scheduling of shifts. To this end, the Parties will establish no later than January 1, 1996, a scheduling procedure for Regular and Casual Employees, which will not be changed without mutual agreement.

**LETTER OF UNDERSTANDING #4  
TIME BANK**

Notwithstanding clauses in the Collective Agreement referencing overtime and general holidays, employees may elect to bank overtime and general holiday pay up to a maximum of forty (40) hours which must be taken as time off no later than the following year.

Employees will indicate on their time record if they wish to have the time banked or paid.

Subject to operational requirements employees upon written request will be allowed time off with pay to be deducted from the bank.

The bank shall be revolving with a maximum of forty (40) hours at any one time.

**LETTER OF UNDERSTANDING #5  
SUPERIOR BENEFITS**

Those Employees who currently enjoy benefits, wages, vacations, etc., which are greater than those provided for in the Collective Bargaining Agreement, shall continue to enjoy those superior benefits, etc..

**LETTER OF UNDERSTANDING #6  
EMPLOYEE BENEFIT PLANS**

The Employer agrees to provide benefits for same sex spouses.

**LETTER OF UNDERSTANDING #7  
EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The Employer shall investigate the feasibility of providing the necessary funding to allow all employees access to the Fort Nelson Liard Assessment Resource Service.

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AGREE:310-03.98