

**COLLECTIVE AGREEMENT**

**between the**

**VERNON WOMEN'S TRANSITION HOUSE SOCIETY**

**and the**

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

**Effective 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. *"Day"* means a calendar day unless otherwise specified.
3. *"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.
4. *"Employee"* means a member of the bargaining unit and includes:
  - (a) *"Regular Full-Time Employee"* - meaning an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts. A regular full-time employee is entitled to all the benefits outlined in this Agreement.
  - (b) *"Regular Part-Time Employee"* - meaning an employee who is appointed to a part-time position with an established part-time schedule and who works less than the number of hours constituting full-time employment.
  - (c) *"Casual/Relief Employee"* - meaning an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
    - (1) paid leave relief;
    - (2) unpaid leave relief;
    - (3) a temporary increase of workload; and
    - (4) a term of appointment.
5. *"Term Appointment"* means an appointment to cover a position which is vacant due to illness or leave for more than one month; or a position created for a special program of a fixed term.
6. *"Employer"* means Vernon Women's Transition House Society, hereinafter referred to as the Employer or the Society.
7. *"Headquarters"* is that location where an employee ordinarily performs her duties.
8. *"Holiday"* means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.
9. *"Hours of Operation"* are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
10. *"Lateral Transfer or transfer"* refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
11. *"Layoff"* is a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization. Where work becomes available, laid off employees will be recalled in accordance with Articles 13 and 26 of this Agreement.

12. *"Leave of absence without loss of pay"* means to be absent from duty with permission but without loss of pay.
13. *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
14. *"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 the employee for a period of twelve months.
15. *"Probation"*
  - (a) Probation for a regular full-time employee is the ninety (90) calendar days immediately following appointment to a position or such further period in accordance with Article 10.9.
  - (b) Probation for a regular part-time employee is four hundred and twenty (420) hours or four (4) months, whichever occurs first. The probationary period will commence immediately following appointment to a position and may be extended in accordance with Article 10.9.
  - (c) Probation for a casual employee is:
    - (1) four hundred and ninety hours (490) worked straight-time rate, or
    - (2) one hundred and eighty (180) calendar days,whichever occurs first.
16. *"Resignation"* means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
17. *"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.
18. *"Shift"* means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
19. *"Travel status"* with respect to an employee means absence of the employee from her/his headquarters 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/his headquarters.
20. *"Union"* means the B.C. Government and Service Employees' Union.
21. *"Volunteer"* means a person who provides gratis labour.
22. *"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.



**ARTICLE 1 - PREAMBLE****1.1 Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) Both the Employer and the Union agree that it is in the best interests of both Parties to cooperate fully, individually and collectively, with one another, and accordingly agree to abide by the terms set out in this Agreement.
- (c) The Parties agree that the mandate of the Society is to provide quality service to clients in a non-judgmental manner.

**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 over the said policy.

**1.4 Singular and Plural**

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

**1.5 Human Rights Act**

The Parties hereto agree not to discriminate against any employee because of race, colour, ancestry, place of origin, political or religious belief, marital status (including common-law relationships), family status, physical or mental disability (providing that such disability does not unduly interfere with the ability to do the work), sex, sexual orientation or age.

**1.6 Personal and Sexual Harassment in the Workplace****(a) Sexual Harassment**

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

(2) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, and which may detrimentally affect the work environment or lead to adverse consequences for the victim of harassment. Such behaviour could include but is not limited to:

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- sexual invitations or advances;
- physical assault of a sexual nature;
- distribution or display of sexual or offensive pictures or material;
- questions or comments emphasizing sexuality, sexual identity or sexual orientation;
- practical jokes of a sexual nature.

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

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

(b) *Personal Harassment*

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

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

- physical threats or intimidation;
- words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- distribute or display of offensive pictures or materials;
- acts of intimidation, blackmail or coercion which may or may not impact upon or influence the distribution of work assignments, training opportunities, promotional opportunities, performance evaluations or the provision of references.

(3) To constitute personal harassment, behaviour may be repeated or persistent or may be a single incident.

(4) 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 or address employee performance issues.

### **1.7 Harassment Complaint Procedure**

(a) An employee who wishes to pursue a concern arising from an alleged personal or sexual harassment incident shall, with the help of a Union representative and an Employer representative, attempt to resolve the concern before submitting a complaint in writing. The resolution shall include the agreement of all the Parties on a course of future conduct.

(b) If this attempt is unsuccessful, an employee who wishes to pursue the concern shall submit a complaint in writing within six (6) months of the latest alleged occurrence through the Union and the Executive Director or designate. The complaint shall contain an account of the relevant facts. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(c) 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.

(d) The Executive Director or designate shall, within fifteen (15) working days of receipt of the complaint, take action to resolve the issue. The Union representative, the complainant and the respondent shall be apprised of the Employer's decision.

(e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees if deemed necessary. Any such action taken under this section will not be deemed to be disciplinary in nature, or seen as a presumption of guilt or innocence.

(f) In cases where the harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her/his written consent.

(g) Where the Employer's proposed response is not acceptable, the Union may put the complaint, within thirty (30) days, before a mutually agreed-upon adjudicator who specializes in cases of harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the offender; or
- (3) make further orders as are necessary to provide a final and conclusive settlement of the complaint.

(h) Disciplinary action taken against an offender pursuant to this clause shall not form the basis of a grievance.

(i) Where the alleged harasser is not a bargaining unit employee, the complaint shall be filed in writing within six (6) months of the latest occurrence through the Union, or Executive Director or designate. The Employer shall investigate the complaint and apprise the Union Staff Representative and the complainant of the decision. Where the proposed resolution is not acceptable, the Union may follow the procedure outlined in (g) above.

(j) Where the alleged harasser is the Executive Director, the complaint shall be filed in writing within six (6) months of the latest alleged occurrence through the Union. The Employer will appoint a single investigator who will conduct an investigation and submit a report on the facts to the Parties within twenty (20) days of being appointed. Where the Employer's proposed resolution is not acceptable, the Union may follow the procedure outlined in (g) above.

(k) The Union and the Employer shall each pay one half of the fees and expenses of the adjudicator.

(l) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline. Such disciplinary action may be grieved pursuant to Article 8.

(m) This Article does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Code. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct the complaint to either the B.C. Council on Human Rights or the process specified above. In either event a complaint of personal or 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 *June 21, 1996* except those employees in positions mutually agreed to by the Parties or excluded by the Labour Relations Board.

### **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 *June 21, 1996* 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.

(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 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 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 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/his alternate shall obtain permission of an Employer representative before leaving work to perform the duties of 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. The Parties agree that where volunteers provide coverage for such leave, the work done shall not be construed as violating Article 13.5.
- (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 2.7 Bulletin Boards**

The Employer shall provide one (1) bulletin board in each work site for the exclusive use of the bargaining unit. The bulletin board shall be placed in a mutually agreeable location.

**2.8 Union Insignia 2.8 Union Insignia**

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer two (2) Union Shop Cards, one for each entrance to the facility(ies). Such card will remain the property of the Union and shall be surrendered upon demand, and shall be of a mutually agreeable size and type. Except, in the Transition House(s), the shop card will be displayed on the bulletin board.

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

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. In the event of a dispute, the Union will not picket at the Transition House.

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

(a) Leave of absence without pay and without loss of seniority will be granted, subject to operational requirements and with a minimum of fourteen (14) days' written notice where possible:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board;
- (4) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (5) to representatives of the Union on the bargaining committee to carry on negotiations with the Employer.

Such leave shall not be unreasonably denied.

(b) To facilitate the administration of this Clause, when the above leaves are granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary and benefit costs, including travel time incurred. Leave of absence granted under this Clause shall include sufficient travel time, where necessary. The Union agrees it shall make every effort to reimburse the Employer within one (1) month of receipt of billing from the Employer.

### **ARTICLE 3 - UNION SECURITYARTICLE 3 - UNION SECURITY**

(a) All employees in the bargaining unit who, on June 21, 1996, 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 June 21, 1996, 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 DUESARTICLE 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 twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the job classification, gross pay and amounts deducted from each employee.

(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/his Steward. Whenever the Steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her/his to the 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 under the Collective Agreement.

**ARTICLE 6 - EMPLOYER RIGHTS**

The Union acknowledges that the management and direction 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 management or other personnel with whom the Union may be required to transact business.

### **7.2 Union Bargaining Committee 7.2 Union Bargaining Committee**

A Union bargaining committee shall be elected and consist of up to three (3) 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.

### **7.3 Union Representatives 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. This notification shall be not less than twenty-four (24) hours.
- (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. No Union business shall be conducted in the presence of clients.

### **7.4 Technical Information 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 7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Parties to this Agreement to meet to discuss problems which may arise. Meetings shall occur at the call of either Party at a mutually agreeable time.

## **ARTICLE 8 - GRIEVANCES ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure 8.1 Grievance Procedure**

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

- (a) differences between the Parties respecting the interpretation, application, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the 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 18.2 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/his steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, she/he shall not, where possible, act as a steward in respect of her/his own grievance, but shall submit the grievance through another steward or Union Staff Representative.

**8.3 Time Limits to Present Initial Grievance 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/he was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which she/he first became aware of the action or circumstances giving rise to the grievance.

**8.4 Step 28.4 Step 2**

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording her/his 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/his grievance to the designated Employer representative through the 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.

**8.5 Time Limit to Reply at Step 28.5 Time Limit to Reply at Step 2**

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

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

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

**8.7 Time Limits to Submit to Arbitration 8.7 Time 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 the Union's 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.

#### **8.8 Administrative Provisions 8.8 Administrative 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 8.9 Dismissal or Suspension Grievances**

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

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

### **8.14 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;
- (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 and prior to filing at arbitration.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the Parties, relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration. Such notification shall be by registered mail.

### **9.2 Appointment of the Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected by mutual agreement. If the Parties fail to agree on an arbitrator, the appointment shall be made by the Ministry of Labour, at the request of either Party.

### **9.3 Board Procedure**

The Arbitrator may determine her/his own procedure in accordance with the relevant legislation, and shall give full opportunity to all Parties to present evidence and make representations. She/he 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 he/she 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 (1/2) 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 Arbitration**

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) working days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a Party intends to raise a preliminary objection;
- (8) demotions; and
- (9) grievances pursuant to Article 1.6 - Harassment.

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

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearing. No written reason shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearings shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.2.
- (h) The Parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **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 Suspension and Dismissal**

The Employer may suspend or dismiss an employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.

### **10.3 Suspension**

Where an employee has been suspended pending investigation of her/his 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, or his/her designate 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 performance evaluations. An employee shall be given a copy of any document placed on her/his file. Should an employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the grievance procedure, and the eventual resolution thereof shall become part of her/his 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 10.6 Employee Evaluation Forms**

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. Time spent by an employee at an evaluation interview shall be considered time worked and shall be with pay. 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. Any such changes are subject to the grievance procedure of this Agreement.

#### **10.7 Personnel File 10.7 Personnel File**

An employee, or the President of the Union, or designate, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the presence of the Employer 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 10.8 Right to Have Steward Present**

(a) An employee shall have the right to have a 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/his 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 Union Staff Representative and to have a Union Staff 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 10.9 Rejection During Probation**

(a) A probationary employee may be rejected for just cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect 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/he has been aggrieved by the decision to reject the employee during the probationary period, she/he 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 10.10 Abandonment of Position**

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

### **ARTICLE 11 - SENIORITY ARTICLE 11 - SENIORITY**

#### **11.1 Seniority Defined 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 measured in straight-time hours paid, pursuant to Article 11.3.

#### **11.2 Seniority List 11.2 Seniority List**

An up-to-date seniority list shall be sent to the Union twice per year (once in January and once in July), and posted on a monthly basis on the bulletin board. The seniority list shall contain each employee's name, status, classification and seniority.

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

(a) A regular employee on leave of absence without pay shall not accrue seniority for leave periods in excess of thirty (30) calendar days except:

- (1) where the leave is granted under Article 18, Article 19 or Article 20 [excluding 20.4(a)];  
or
- (2) where the leave of absence is for an elected or appointed position in the Union.

(b) A regular employee on a claim recognized by the WCB shall be credited with service seniority equivalent to what she/he would have earned had she/he not been absent and had been able to work.

(c) An employee shall lose seniority as a regular employee in the event that:

- (1) she/he is terminated for just cause;
- (2) subject to 11.4, she/he voluntarily terminates her/his employment or abandons her/his position;
- (3) she/he is on layoff for more than one (1) year.

**11.4 Re-employment**

A regular employee who resigns her/his 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 a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent parent, partner or child and is re-employed, upon application she/he shall be credited with length of service accumulated at the time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

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

**11.6 Same Service Seniority**

When two (2) or more employees have the same service seniority hours, 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) Postings shall contain the following information: nature of position, experience, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether the employee is required to use their own automobile in the performance of their duties. These requirements shall reasonably relate to the duties of the position.
- (d) Notices shall be posted on the appropriate bulletin board and, where applicable, advertised externally for a period of at least ten (10) days prior to the closing date of the competition.
- (e) All job postings shall state, *"This position requires union membership."*



**12.2 Selection Process**

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

- (a) The successful applicant will be determined on the basis of qualifications, knowledge, education, skills, experience and any other factors which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the position description requirements.
- (b) In the event that the selection criteria set out in (a) above are **equal** for an internal and an external applicant, priority in appointment shall be given to the internal applicant.
- (c) In the event that the selection criteria set out in (a) above are **equal** among internal applicants, seniority shall be the determining factor.
- (d) Disputes regarding the application of the above shall be resolved pursuant to Articles 8 and 9.

**12.3 Trial Period**

An employee, other than a probationary employee, who is transferred to a new classification or promoted to a new job classification shall be placed on trial for a period of four hundred and twenty (420) hours worked or four (4) months whichever occurs first. Conditional on satisfactory service, the employee shall be confirmed in the position at the expiration of the trial period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she/he shall be returned to her/his former position and wage or salary rate without loss of seniority. Any other employee displaced by the return of this employee shall also be returned to her/his former position and wage or salary rate, without loss of seniority.

**ARTICLE 13 - LAYOFF AND RECALL****13.1 Pre-layoff**

- (a) The Employer will advise the Union and employees of the number of individuals and positions likely to be affected by a prospective layoff.
- (b) The Employer will give the employees the opportunity to resign with notice or pay in lieu of notice as provided for in Clause 13.4. Time limits for this process will be governed by the anticipated date of the layoffs.
- (c) An employee who wishes to resign must do so in writing and such will be final and binding on the employee, subject to the agreement of the Employer.
- (d) Where the anticipated layoff would accommodate it, the Employer will give consideration to a submission by the Union, based on a consensus decision of the members of the bargaining unit, regarding a reduction of hours of work for the group.
- (e) Where the Employer determines that the Union submission is not practicable or will not meet operational needs, the layoff will proceed.

**13.2 Layoff**

In the event that a layoff occurs, the following shall apply:

- (a) casual employees shall be laid off in reverse order of seniority prior to regular employees;
- (b) regular employees shall be laid off by classification in reverse order of seniority.

### **13.3 Recall 13.3 Recall**

Regular employees on layoff shall be recalled by classification in order of seniority, provided they are qualified to perform the available work.

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

The Employer shall notify regular employees, who are to be laid off, three (3) workweeks prior to the effective date of layoff. If the employee has not had the opportunity to work three (3) workweeks after notice of layoff, she/he shall be paid in lieu of work for that part of the three (3) workweeks during which work was not made available.

### **13.5 Volunteers 13.5 Volunteers**

The importance of volunteers being in reception, recreational activities and client support 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 ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work 14.1 Hours of Work**

- (a) The Employer will establish the hours of operation to provide adequate service to the public and to fulfil the functions of the society.
- (b) The hours of work of a regular full-time employee will be seven (7) hours a day and an average of thirty-five (35) hours a week.

### **14.2 Meal Periods 14.2 Meal Periods**

- (a) Employees will be entitled to a sixty (60) minute meal period which they will be able to take away from the workplace.
- (b) When an employee is unable to take a meal period and is required to remain on duty, she/he will be paid for the meal period.

### **14.3 Rest Periods 14.3 Rest Periods**

All employees will have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period will be taken before and one (1) after the meal period. Employees working a shift of four (4) hours, but not more than six (6) hours, will receive one (1) rest period during the shift. Rest periods will be taken without loss of pay to the employee.

### **14.4 Shift Schedule 14.4 Shift Schedule**

Where the majority of employees within a programme devise a shift schedule and where the affected employees are in complete agreement, the schedule may be presented to the Employer representative for discussion. The Employer may agree to implement it on a trial basis for a minimum of three (3) months provided that:

- (a) operational requirements and service to the clients are maintained; and
- (b) the Employer incurs no additional costs.

#### **14.5 Exchange of Shifts**

Employees may exchange shifts provided that every effort has been made to obtain the prior permission of a supervisor and that there is no increase in cost to the Employer.

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definitions**

"Overtime" means work required to be performed by a regular employee in excess of seven (7) hours per day or thirty-five (35) hours per week.

- (1) "Straight-time" means the hourly rate of remuneration.
- (2) "Time and one-half" means one and one-half (1½) times the straight-time rate.
- (3) "Double time" means twice the straight-time rate.

#### **15.2 Authorization and Application of Overtime**

- (a) An employee who is requested to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee agrees to work overtime.

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

- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee shall, after making every effort to obtain authorization, use her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance.

#### **15.3 Sharing of Overtime**

Scheduled overtime shall be allocated on an equitable basis, considering availability of employees and type of work required to be performed.

#### **15.4 Overtime Compensation for Full-Time Employees**

- (a) Overtime worked shall be compensated at the following rates:

- (1) straight-time up to 35 hours per week, and;
- (2) time and one-half for over 35 hours per week, or;
- (3) double time for all hours worked on a day of rest.

(b) Overtime shall be compensated in pay or time off. Employees will indicate on their time record if they wish to have their overtime banked or paid. Requests for banked time off with pay will be in writing and will be granted subject to operational requirements. A maximum of two (2) weeks of banked time may be scheduled at any one-time.

#### **15.5 Overtime for Part-Time Employees**

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

#### **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 Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	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**

For an employee whose workweek is from Monday to Friday, 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 time and one-half (1 ½X) for all hours worked, plus a day off in lieu of the holiday.
- (b) By mutual agreement, the compensation rate may be compensated by the equivalent time off, to be scheduled at the employee's option.

### **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 Day, 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.

## **ARTICLE 17 - ANNUAL VACATIONS**

### **17.1 Annual Vacation Entitlement**

- (a) Definitions:
  - (1) *Vacation Year* For the purpose of this Article, a vacation year shall be the calendar year commencing April 1 and ending March 31.
  - (2) *First Vacation Year* The first vacation year is the calendar year in which the employee's first anniversary falls.

Vacation Years	Workweeks
1 - 5 Years.....	2
6 - 10 Years.....	3
11+ Years.....	4

(b) *Part-time Employees* - Employees engaged on a part-time basis shall be entitled to annual vacation on a pro-rata basis as above.

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

An employee will earn one-twelfth (1/12) of the annual entitlement for each month of service. 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 17.3 Vacation Scheduling**

(a) 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 third (3rd) anniversary falls shall be the third (3rd) vacation year; in which the fourth (4th) anniversary falls the fourth (4th) vacation year, etc.

(b) During the first partial year of continuous employment an employee may take vacation leave which has been earned, provided she/he has successfully completed the probation period.

(c) Scheduling of vacations shall be in accordance with seniority. Where an employee chooses to split her/his vacation, the second choice shall be made only after all other employees concerned have made their initial selection.

(d) 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 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 paycheque issued during the vacation period.

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

When an employee is on Personal Health Leave, or on approved leave with pay in accordance with Clauses 19.1, 19.2 and 19.5 during her/his 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 Call Back from Vacation 17.6 Call Back from Vacation**

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

#### **17.7 Vacation Credits Upon Death 17.7 Vacation Credits Upon Death**

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

### **ARTICLE 18 - LONG TERM DISABILITY PLAN AND ARTICLE 18 - LONG TERM DISABILITY PLAN AND PERSONAL HEALTH LEAVE ENTITLEMENT**

#### **18.1 Personal Health Leave Entitlement 18.1 Personal Health Leave Entitlement**

Each employee will earn paid sick leave at a rate of one and one quarter (1¼) days per month to a maximum of fifteen (15) days.

In the first year of employment an employee may use his/her sick leave credits in advance of earning them, up to the maximum of fifteen (15) days per year. In exceptional circumstances, sick leave credits may be used to supplement leave granted under Article 19.2 - Special Leave.

Part-time employees shall earn paid sick leave on a pro-rata basis.

### **ARTICLE 19 - SPECIAL AND OTHER LEAVE ARTICLE 19 - SPECIAL AND OTHER LEAVE**

#### **19.1 Bereavement Leave 19.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at 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 any person permanently residing with the employee or, an employee's partner, child, parent, sibling, grandparent, grandchild, step parent, step child, parent in law or sibling in law.

(c) In the event of the death of the employee's friend or other relative the employee shall be entitled to bereavement leave for the purpose of attending the funeral. Such leave shall not exceed one (1) day.

(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 19.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled to up to three (3) days per year of special leave at her/his basic rate of pay for any pressing family necessity or emergency reason.

(b) In the case of illness or hospitalization of an employee's child or partner, where no one else is available to provide care, the employee shall be entitled, after notifying the Employer representative, to up to five (5) days per year of special leave for this purpose.

(c) Except in an emergency, an employee who wishes to take special leave shall obtain prior permission from her/his supervisor, providing as much notice as possible.

### **19.3 Discretionary Days**

(a) Upon completion of one (1) year of employment, a regular full-time employee shall be entitled to five (5) days per year of paid discretionary leave. Discretionary days shall be prorated for part-time employees.

(b) Discretionary days shall be scheduled by mutual agreement between the employee and the supervisor.

(c) There shall be no carryover of unused discretionary days from one (1) year to the next. There shall be no payout of unused discretionary days upon termination.

### **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 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 may 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/his basic pay.

(b) An employee in receipt of basic pay while serving at court shall remit to the Employer all monies paid by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) Time spent at court by a regular or casual employee in her/his official capacity shall be at basic pay.

(d) Court actions arising from employment, requiring attendance at court shall be with pay.

(e) In the event an accused employee is jailed pending court appearance, such absences may be without pay. In circumstances where the employee is found to be innocent, the unpaid leave may be replaced with vacation, paid special leave or banked overtime.



- (f) For the above absences, the employee shall advise an Employer representative as soon as she/he is aware that such absence is required.

#### **19.6 Course Leave**

- (a) An employee shall be granted leave without loss of pay, at her/his basic rate of pay, to take courses at the request of the Employer. The amount of pay received by an employee shall not exceed the employee's normal workday.

When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer shall also bear the cost of normal living and travel expenses as laid down in this agreement.

- (b) Subject to operational requirements, an employee may be granted leave without pay to take work-related courses in which the employee wishes to enrol.

#### **19.7 Elections**

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

#### **19.8 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) Employees will not accumulate seniority or benefits while on unpaid leave in excess of thirty (30) calendar days, but shall return to their former position or to a similar position.

- (c) 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.

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

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, time off for such appointments for employees or dependents shall be charged to the entitlement described in Article 18.

#### **19.10 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 or a child dependent for care on an employee.

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

#### **20.1 Maternity Leave**

- (a) Upon request, an employee will be granted leave of absence without pay for a period of not more than eighteen (18) consecutive weeks.
- (b) An employee shall notify the Employer in writing of the expected date delivery. Such notice will be given at least ten (10) weeks prior to the expected date of delivery.
- (c) 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 without pay not exceeding six (6) consecutive weeks may be taken.
- (d) On return from maternity leave, an employee shall be placed in her former position, or in a similar position.

**20.2 Parental Leave**

- (a) An employee is entitled to parental leave without pay 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/his former position or a similar position.

**20.3 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/his former position, or a similar position.

**20.4 Extension of Leaves**

- (a) Maternity or adoption leave may be extended at the request of the employee for up to an additional six (6) months. Such leave shall be without pay, without further seniority accrual, and without entitlement to paid benefits.

The employee shall have the right to continue benefit coverage by paying the premiums during leave under this clause.

- (b) Where an employee requires an extension for health reasons, where a doctor's certificate is presented, the employee shall continue to accrue seniority and be entitled to paid benefits. Such extension shall be without pay and for a period of up to six (6) weeks.

**20.5 Benefits Continuation**

For leaves taken pursuant to Articles 20.1, 20.2, 20.3, and 20.4 (b), the Employer shall maintain coverage for extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

#### **20.6 Deemed Resignation 20.6 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.1, 20.2, 20.3 or 20.4(b) 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.

#### **20.7 Entitlement upon Return to Work 20.7 Entitlement upon Return to Work**

(a) Vacation entitlements shall continue to accrue while an employee is on leave pursuant to Article 20.1, 20.2, 20.3 or 20.4(b) 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.

#### **20.8 Leave Sharing 20.8 Leave Sharing**

Where both parents are employees and wish to exercise the EI option for joint maternity/parental/adoption leave benefits, such leave will be permitted and pursuant to Article 20.1, 20.2 and 20.3 of this Collective Agreement.

#### **20.9 General Provisions 20.9 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 ARTICLE 21 - OCCUPATIONAL HEALTH & SAFETY**

#### **21.1 Injury Pay Provision 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 the shift, without deduction of paid sick leave.

#### **21.2 Transportation of Accident Victims 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 provided by the Employer.

#### **21.3 Safety Committee 21.3 Safety Committee**

(a) The Parties agree that a Joint Occupational Health and Safety Committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers' Compensation Act*. The Committee will meet at regular intervals, to be determined by the committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing or reducing risk of occupational illness or injury.

(b) The Committee shall be notified of each accident or injury and the nature or 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.

(c) All meetings shall have recorded minutes and a copy of same shall be sent to the Employer and the Union.

#### **21.4 Unsafe Work**

No employee shall be disciplined for exercising her/his right to refuse to perform unsafe work pursuant to Section 8.4 of the Industrial Health and Safety Regulations.

#### **21.5 Communicable Diseases**

(a) The Employer shall, in consultation with the workplace health and safety committee, develop and implement a program and procedure to work 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) The Employer shall provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

(c) Where the Employer is aware of a client/resident with a communicable disease, the Employer shall inform all employees and volunteers who may have contact with the client/resident of the inherent risk of the communicable disease.

(d) Where, pursuant to Clause 21.5(b), the local Medical Health Officer determines that vaccination is required, 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.

(e) Should a vaccine become available for communicable diseases to which employees may be at risk of work place exposure, the Parties will meet to negotiate a vaccination program for employees.

#### **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 Joint Health and Safety Committee 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 or trauma in the workplace. Leave required to attend such debriefing or counselling sessions will be without loss of pay.

## **21.7 Workers' Compensation Act 21.7 Workers' Compensation Act**

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

## **ARTICLE 22 - TECHNOLOGICAL CHANGE ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.1 Definition 22.1 Definition**

*Technological Change* means:

- (a) The introduction into the workplace by the Employer of equipment or material of a different nature or kind than that previously used by the Employer in that work; or
- (b) A change in the manner, method, or procedure in which the Employer carries on its work that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees.

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

### **22.2 Procedure 22.2 Procedure**

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 sixty (60) days before the introduction of any technological change which affects employees.
- (b) Within fourteen (14) days of the date of the notice specified in (a), the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.
- (c) A regular employee who is displaced from her job by virtue of technological change will be given the opportunity to fill any existing vacancies, in accordance with the Job Posting procedure set out in this Agreement. An employee may not receive both severance pay and a training period of work at a new position.
- (d) Where technological change may require additional knowledge and skill on the part of regular employees, such employees shall be given the opportunity to study, practice and train to acquire the

knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

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

#### **ARTICLE 23 - CONTRACTING OUT**

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees within the bargaining unit.

#### **ARTICLE 24 - HEALTH AND WELFARE**

The Employer will pay one hundred percent (100%) of the premiums for a health and welfare plan for employees who qualify for coverage. The plan will include:

- ☞ Extended Health
- ☞ Dental: Plan A and Plan B
- ☞ Group Life Insurance
- ☞ Short-term Disability
- ☞ Long-term Disability

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

##### **25.1 Paydays**

(a) Paydays shall be 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. The Employer may implement direct deposit.
- (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.

(b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.

##### **25.2 Rates of Pay**

Rates of pay shall be as recorded in Appendix 1.

##### **25.3 Vehicle Allowance**

- (a) Employees will not be reimbursed for travel costs to and from the work place for regular business.
- (b) Vehicle allowances for all distances travelled on the Employer's business with prior approval of the supervisor, including parking and tolls, shall be paid to employees who use their own vehicles.
- (c) Vehicle allowances shall be twenty-eight cents (28¢) per kilometre and thirty-two cents (32¢) per kilometre for the maintenance worker.
- (d) Employees who are required to insure their vehicles for business use will be reimbursed for the difference between "to and from work" insurance and "business" insurance.
- (e) The Employer will pay the cost of vehicle insurance for the maintenance worker.

**25.4 Meal Allowance**

(a) Employees on travel status away from the City of Vernon shall be entitled to a meal allowance for the time spent away from headquarters. Meal allowances shall be:

Breakfast .....	\$7.00
Lunch.....	\$10.00
Dinner.....	\$15.00

(b) The Employer shall reimburse meal expenses where the employee purchases a meal for a client. Where possible, the employee shall seek prior authorization for such expenditure.

**ARTICLE 26 - CASUAL EMPLOYEES**

**26.1 Letter of Appointment**

A casual employee may apply for a term appointment which is posted in accordance with Article 12. A casual employee filling a term appointment shall receive a letter of appointment stating employment status and expected duration of appointment.

Where casual employees are scheduled on an on-call basis, in accordance with Definition 4(c), they shall be called in order of seniority.

**26.2 Seniority**

(a) The Employer shall maintain a monthly updated seniority list showing total seniority of each casual employee. A casual employee shall accumulate seniority equal to the number of hours paid on the basis of:

- (1) all hours paid at straight-time rate;
- (2) designated paid holidays or days off in lieu.

(b) A casual employee who is on a claim recognized by the Workers' Compensation Board shall earn seniority for all hours she/he would have worked had she/he not been injured.

**26.3 Loss of Seniority**

A casual employee will lose her/his seniority when:

- (a) she/he is terminated for just cause;
- (b) she/he voluntarily terminates or abandons her/his position;
- (c) she/he is on layoff for more than twelve (12) months;
- (d) she/he is unavailable for or declines three consecutive shifts.

#### **26.4 Layoff and Recall**

In the event of layoff, casual employees shall be laid off by classification in reverse order of seniority.

Casual employees on layoff shall be recalled by classification in order of seniority provided they are qualified to perform the available work.

#### **26.5 Application of Agreement**

Except as otherwise noted in this Article, the provisions of Articles 11, 13 [except 13.3(a)], 15, 16, 17, 19 (except 19.4(c) and 19.6), 20, 22, 24 and 29.1 of this Agreement do not apply to casual employees. The provisions of other Articles of this Agreement apply to casual employees except as otherwise indicated.

#### **26.6 Designated Paid Holidays**

Employees who have been employed for at least thirty (30) days by the Employer shall be compensated for a paid holiday on the following basis:

- (a) if they have worked at least fifteen (15) of the last thirty (30) days before the holiday, by dividing the employee's total wages, excluding overtime, for the thirty (30) day period by the number of days worked;
- (b) if they have worked less than fifteen (15) of the last thirty (30) days before the holiday, by dividing the employee's total wages, excluding overtime, for the thirty (30) day period by fifteen (15).
- (c) A casual employee who is qualified in Clause 26.7(a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the rate of time and one-half (1½) for all hours worked on the holiday.

#### **26.7 Annual Vacation**

A casual employee shall be entitled to receive vacation pay at the rate of four percent (4%) of her/his total wages.

After five (5) consecutive years of employment, a casual employee shall be entitled to receive vacation pay at the rate of six percent (6%) of her/his total wages.

#### **26.8 Rate of Pay**

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



- (a) A Joint Committee shall be composed of members equal in number, represented by the Employer and the Union. The 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.

## **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 - GENERAL CONDITIONS**

### **29.1 Meetings**

Staff meetings, organizational development workshops and meetings shall be considered as time worked and compensated at straight-time rates. Employees who are not on shift and who are required to attend meetings or workshops, will receive a minimum of two (2) hours pay at straight-time rates.

### **29.2 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.

### **29.3 Indemnity**

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

- (a) exempt and save harmless employees from a liability action arising from the proper performance of the employee's duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

### **29.4 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.

### **29.5 Duty of Accommodation**

The Employer agrees to comply with the provisions of the Human Rights Code regarding the duty of accommodation.

### **29.6 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 provide sufficient copies of the Agreement for distribution to employees. The cost of such copies shall be equally shared between the Union and the Employer.

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Duration**

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

### **30.2 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 1, 1998, but, in any event, not later than 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 Article 30.3 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.

**30.3 Commencement of Bargaining 30.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 30.2, the Parties shall, within ten (10) days after the notice was given, commence collective bargaining.

**30.4 Change in Agreement 30.4 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.

**30.5 Agreement to Continue in Force 30.5 Agreement to Continue in Force**

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

**30.6 Effective Date of Agreement 30.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into effect on date of ratification.

**30.7 Wage Rate Implementation 30.7 Wage Rate Implementation**

The rates of pay set out in this Agreement shall be implemented within one (1) pay period following receipt of funds from government.

Retroactivity will be paid out within two (2) pay periods of receipt of funds from government.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Joan Jacobi, Executive Director

\_\_\_\_\_  
Sue Goodlad, Bargaining Committee

\_\_\_\_\_  
Barbara Schultz, Board Member

\_\_\_\_\_  
Louise Wilson, Bargaining Committee

\_\_\_\_\_  
Catherine Lord, Board Member

\_\_\_\_\_  
Irene Hall, Bargaining Committee

\_\_\_\_\_  
Deborah Track, Consultant  
Human Resources and Labour Relations  
Community Social Services Employers'

Association

\_\_\_\_\_  
Henny Hanegraaf, Coordinated  
Bargaining Representative

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

## APPENDIX A - RATES OF PAY APPENDIX A - RATES OF PAY

Classification		Effective April 1, 1995	Effective June 21, 1996	Effective April 1, 1997
Crisis Intervention Worker	Start Rate	11.66	12.01*	12.30*
	6 Months	12.19	12.56	12.85
	Year 1	12.86	13.25	13.54
	Year 2	13.52	13.93	14.22
	Year 3	14.30	14.73	15.02
	Year 10	14.90	15.35*	15.35*
Senior Counsellor	Start Rate	13.78	14.19	14.48
	Year 1	14.68	15.12	15.41
	Year 2	15.38	15.84	16.13
	Year 3	16.14	16.62	16.91
	Year 10	16.85	17.36*	17.36*
Program Leader	Start Rate	15.45	15.91	16.20
	Year 1	16.48	16.97	17.26
	Year 2	17.15	17.66	17.95
	Year 3	17.80	18.33	18.62
	Year 10	18.60	19.16*	19.16*
Maintenance Worker	Start Rate	12.86	13.25	13.54
	Year 1	13.78	14.19	14.48
	Year 3	14.68	15.12	15.41
Accounting Clerk	Start Rate		15.29	15.58
	Year 1		16.36	16.65
	Year 2		17.05	17.34
	Year 3		17.72	18.01
Cleaner		11.00	11.33	11.62
<b>*Rate included for retro purposes only; this step has been eliminated.</b>				

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

The Employer acknowledges the employees' rights to be able to engage in additional employment and private practice providing there is no conflict of interest.

## MEMORANDUM OF UNDERSTANDING #2 MEMORANDUM OF UNDERSTANDING #2 JOB SHARING

This provision becomes effective upon ratification of this Agreement.

The following outlines the circumstances under which job sharing may occur, and the terms and conditions of job sharing.

### DEFINITIONS

1. *"Job Sharing"* means a work assignment in which two (2) regular employees voluntarily adjust the number of hours they work by written agreement to share the responsibility for one (1) full-time regular position.
2. *"Job Sharing Proposal"* means a document initiated by two (2) regular employees, which outlines their request to become part-time regular employees and recommends how the duties of a position previously performed by one (1) full-time regular employee, can be divided to accommodate their request.
3. *"Job Sharing Arrangement"* means where two (2) part-time employees perform the duties of a position previously performed by one (1) full-time regular employee.
4. *"Partners"* means regular employees participating in a job sharing arrangement.

### CRITERIA

Job sharing proposals may be considered where:

- (a) One of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed the probationary period. The second partner must have completed the probationary period and must be in the same job classification; or
- (b) Two (2) partners as described in (a) above apply for one (1) full-time regular posted vacancy, as one (1) application, and both are selected as the successful candidates for the position in accordance with the factors set out in Article 12.2. Disputes regarding selection decisions made with respect to applications submitted in accordance with this clause shall be resolved pursuant to Articles 8 and 9 of this Collective Agreement.

### PROCEDURES FOR JOB SHARING PROPOSALS

Proposals for job sharing arrangements will be forwarded to the Employer. Job sharing proposals shall include the following information:

- (1) a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- (2) a description of the arrangements the partners will make to share necessary information with each other;
- (3) the proposed start date for the job sharing arrangement;

- (4) the proposed work schedule for the job sharing arrangement.

### **PROCEDURES FOR APPROVAL OF JOB SHARING PROPOSALS**

Approval of the job sharing arrangement is at the discretion of the Employer. The job sharing proposal will be reviewed and a copy of the Employer's decision will be sent to the Union. Any objections to the decision must be referred to the Joint Committee within fifteen (15) days for discussion and attempted resolution. The Parties agree that pursuant to Article 27, the Joint Committee is the final avenue for reconsideration of a denied job sharing proposal. If approved, the job sharing arrangement will be confirmed in writing by appointing the job sharing partners as a regular part-time employees. Appointment are subject to the applicable Collective Agreement provisions. Acceptance of the appointment by the partners must be in writing. The appointment letter shall indicate that the employee's hours may temporarily be increased up to full-time, if required and with as much notice as possible, to cover the other partner's absence of one (1) week or greater.

### **TERMS AND CONDITIONS**

Job sharing arrangements will not result in increased cost to the Employer. Benefits, wage increments, seniority, vacations and statutory holidays for job sharing partners will be paid on a pro rata basis per job sharing partner.

### **PROCEDURES FOR TERMINATION OF JOB SHARING ARRANGEMENTS**

(a) The Employer may, upon thirty (30) days notice, terminate a job sharing arrangement. Notification of the termination will be given to the job sharing partners and the BCGEU Staff Representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 12 of the Collective Agreement.

(b) Either job sharing partner may, upon thirty (30) days notice, terminate the job sharing arrangement. Notification of the termination will be given to the Employer and the BCGEU Staff Representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 12 of the Collective Agreement.

(c) In the event that one of the job sharing partners resigns the other job sharing partner, subject to satisfactory performance, will be offered the position on a full-time basis. Job sharing partners must provide the Employer two (2) weeks written notice of resignation. If the remaining job sharing partner declines the full-time position, he/she will revert to full-time and be provided sixty (60) days to propose and finalize another job share arrangement. The onus is on the employee to seek alternate employment if she/he declines the offer of the full-time position or if she/he is unable to obtain an approved job sharing arrangement. In that case, the position will revert to full-time status and be posted in accordance with Article 12 of the Collective Agreement.



(d) The Parties agree that decisions to terminate a job sharing arrangement are not grievable.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Joan Jacobi, Executive Director

\_\_\_\_\_  
Sue Goodlad, Bargaining Committee

\_\_\_\_\_  
Barbara Schultz, Board Member

\_\_\_\_\_  
Louise Wilson, Bargaining Committee

\_\_\_\_\_  
Catherine Lord, Board Member

\_\_\_\_\_  
Irene Hall, Bargaining Committee

\_\_\_\_\_  
Deborah Track, Consultant  
Human Resources and Labour Relations  
Community Social Services Employers'

Association

\_\_\_\_\_  
Henny Hanegraaf, Coordinated  
Bargaining Representative

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

**LETTER OF UNDERSTANDING #1 LETTER OF UNDERSTANDING #1  
1995/96 WAGE RATE**

The Parties understand that the Employer is to be audited with regard to the distribution of 1995/96 wage increases. Should the Employer be directed by government, as a result of the audit, to redistribute the 1995/96 compensation funds, the Parties to this Agreement agree to meet to negotiate such redistribution.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Joan Jacobi, Executive Director

\_\_\_\_\_  
Sue Goodlad, Bargaining Committee

\_\_\_\_\_  
Barbara Schultz, Board Member

\_\_\_\_\_  
Louise Wilson, Bargaining Committee

\_\_\_\_\_  
Catherine Lord, Board Member

\_\_\_\_\_  
Irene Hall, Bargaining Committee

\_\_\_\_\_  
Deborah Track, Consultant  
Human Resources and Labour Relations  
Community Social Services Employers'

Association

\_\_\_\_\_  
Henny Hanegraaf, Coordinated  
Bargaining Representative

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

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