

COLLECTIVE AGREEMENT

between the

**CANADIAN MENTAL HEALTH ASSOCIATION
FOR THE EAST KOOTENAY
(CMHA-EK)**

and the

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

Effective to March 31, 2003

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DEFINITIONS

1. “*Association*” means the Canadian Mental Health Association for the East Kootenay (CMHA-EK).
2. “*Basic pay*” means the hourly rate of pay negotiated by the Parties to this Agreement as specified in Appendix 1.
3. “*Day*” means a calendar day unless otherwise specified.
4. “*Day of rest*”, in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her/his position. This does not include employees on a leave of absence.
5. “*Employee*” means a member of the bargaining unit and includes:
 - (a) “*Regular Employee*” - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature.
 - (b) “*Auxiliary 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; and
 - (3) a temporary increase of workload.
6. “*Employer*” means the society, organization, corporation, facility, agency, centre as designated in the list of certifications attached to the consolidated certifications issued from time to time by the Labour Relations Board.
7. “*Headquarters or Geographic Location*” is that within a radius of ten (10) kilometers (as the crow flies) of where an employee ordinarily performs her/his 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. “*Lateral transfer or transfer*” refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
10. “*Layoff*” includes a reduction in the amount of work required to be done by the Employer, cessation of employment, elimination of a job, a re-organization, program termination, closure. Where work is available, employees will be recalled in accordance with Articles 13 and 28.
11. “*Leave of Absence With Pay*” means to be absent from duty with permission and with pay.
“*Leave of Absence Without Pay*” means to be absent from duty with permission but without pay.
12. “*Probation*” pursuant to Article 12.9 is the first four hundred and fifty (450) hours of service immediately following an employee’s date of hire.
13. “*Resignation*” means a voluntary notice by the employee that she/he is terminating her/his service on the date specified.

14. “*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.
15. “*Shift*” means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive.
16. “*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.
17. “*Union*” means the Union designated on the certification with the Employer attached to the consolidated certifications issued from time to time by the Labour Relations Board.
18. “*Volunteer*” means a person who provides gratis labour as per Articles 13.5 and 29.2. Volunteers shall not perform bargaining unit work except as otherwise stated in this Agreement.
19. “*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 foster a harmonious relationship between the Employer and the employees and the Union and the Employer, and to set forth terms and conditions of employment affecting employees covered by this Agreement.
- (b) The Parties to this Agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to maintain, within the framework provided by the law, an effective working relationship with each other.

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. If an agreement is not reached the matter shall be sent to arbitration as provided in Article 9.

1.3 Conflict With Rules

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

1.4 Notice of Legislative Change

The Community Social Services Employer’s Association agrees that no proposal to amend, repeal, or revise the Labour Relations Code, the Health Authorities Act, S.B.C. 1993, the Miscellaneous Statutes Amendment Acts (NO. 2), S.B.C. 1994, the Public Sector Employers Act, S.B.C. 1995 or the Health Authorities Amendment Act, 1995 and or any regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the Union in writing of the nature of the proposal.

1.5 Human Rights Act

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia (SBC Chapter 22, assented to 1984, as amended 1985, 1989, 1992, 1993 and 1995).

1.6 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal, non-verbal, physical, unsolicited, deliberate or unintended behaviour that is disciplinary in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
 - (1) physical threats or intimidation;
 - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.
- (e) An employee who alleges harassment under the provisions of this article has the options as stated in Article 1.7(c).

1.7 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented, verbal, non-verbal, physical, unsolicited, deliberate or unintended which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but not be limited to:
 - a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
 - sexual advances with actual or implied work-related consequences;
 - unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
 - verbal abuse, intimidation, or threats of a sexual nature;
 - leering, staring or making sexual gestures;
 - display of pornographic or other sexual materials;

- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(c) *Investigation/Mediation Options*

(1) An employee who alleges harassment under the provisions of this article has the following options:

- (i) bring the matter to the attention of the supervisor, Union steward or other management or Union representative, in order to reach a resolution;
- (ii) if no resolution is reached the Union may refer the complaint to the investigator/mediator agreed to by the Parties.

(2) The Union and CSSEA agree that the term "harassment" in this Agreement is to be interpreted as including retaliation or threats of retaliation against a person because that person complains or is named in a complaint, gives evidence or otherwise assists in respect of a complaint. Complaints of retaliation are accepted by the B.C. Council of Human Rights as complaints of discrimination.

When a complaint is received, the appropriate investigator/mediator shall, pursuant to Section 103 of the Labour Code:

- (i) investigate the complaint;
- (ii) determine the nature of the complaint; and
- (iii) make written recommendations to resolve the complaint.

This process is intended to be strictly confidential so far as permitted within the prescriptions of law and requirements of due process.

For the purpose of this procedure:

(3) The member and the investigator/mediator will review the complaint in an environment of confidentiality.

(4) The investigator/mediator may discuss alternative courses of action with the complainant. The complainant may:

- (i) with the consent of the alleged harasser, discuss the issue with that person (with the option of support from the investigator/mediator);
- (ii) request formal investigation;
- (iii) consider the matter further;
- (iv) stop the process;
- (v) initiate a grievance;
- (vi) take such other action that is reasonable in the circumstances.

- (5) The investigator/mediator may make an effort to achieve a resolution of the complaint at any time.
- (6) At the request of the complainant, a formal investigation will be undertaken. At this point, it may be necessary to formalize the complaint in writing. When the investigation is begun, the complainant's identity will be made known to the alleged harasser.
- (7) If, in the opinion of the investigator/mediator, the complaint is without merit, or is not a properly grounded complaint pursuant to this article, then they may refuse to commence a formal investigation, or otherwise bring the complaint to a conclusion.
- (8) In emergency situations, the investigator/mediator may make an interim recommendation, pending the final report.
- (9) The investigation will be conducted by the investigator/mediator. Interviews may be held with the complainant, the alleged harasser and with others as necessary. Both Parties are entitled to be accompanied by representatives.
- (10) Once the investigation has been completed, the findings will be discussed with the complainant and the alleged harasser by the investigator/mediator.
- (11) The investigator/mediator will submit a written report with any recommendations arising from a complaint to the Union designate, the Employer designate, the complainant and the alleged harasser. The recommendations will not include discipline or discharge for anyone. With the exception of any proceedings external to the Collective Agreement, the investigator/mediator's report will not be referred to by either the Union, the Employer or CSSEA.
- (12) Based upon the experience with these procedures or the recommendations of the investigator/mediator, the Parties may mutually agree to amend or modify this process during the life of this Agreement.
- (d) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

1.8 Use of Terms

- (a) "*Masculine and feminine*" the masculine or feminine gender may be used interchangeably throughout this Agreement, Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.
- (b) "*Singular or plural*" wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
- (1) by mutual agreement between the Parties;
 - (2) by virtue of a decision by the Labour Relations Board of British Columbia; or
 - (3) new positions created by the Employer, following the date of signing of this Agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement of the Parties.

- (b)
 - (1) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart, job description and reason for exclusion.
 - (2) The Union will respond to the Employer within sixty (60) days.
 - (3) If there is no agreement the Parties will meet to attempt to reach a mutually agreed resolution.
 - (4) If no agreement is reached within thirty (30) days either Party may refer the matter to the Labour Relations Board for a final and binding determination.
- (c) The Parties agree that the positions of Manager for Women's Programs, Manager of Psycho Social Rehabilitation and Manager of Community Mental Health are, or will be excluded from the bargaining unit once the 50/50 threshold is reached.

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 May 3, 1996 and varied February 13, 1998 applies.

2.3 Correspondence and Directives

- (a) The Employer shall forward to the Union's designate a copy of:
 - (1) any correspondence between the Employer and the Union pertaining to the interpretation or application of this Agreement; and
 - (2) any directives circulated to employees pertaining to the interpretation or application of this Agreement.
- (b) The Employer shall forward to the Union a copy of any correspondence to any employee pertaining to the interpretation or application of the Agreement as it applies to that employee.

2.4 No Other Agreement

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

2.5 No Discrimination For Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) A steward, or her/his alternate, shall obtain the permission of her/his immediate supervisor before leaving her/his work to perform her/his duties as a steward. Leave for this purpose shall be with pay.

Such permission shall not be unreasonably withheld. On resuming her/his normal duties, the steward shall notify her/his supervisor.

- (d) The duties of stewards shall include but not be limited to:
- (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) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
 - (5) accompanying employees pursuant to Clause 10.6.

2.7 Bulletin Boards

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

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the Union's chosen designation. This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) The Union insignia may be displayed in a mutually agreeable, prominent position on all mobile equipment operated by members covered by this Agreement, providing that the mobile equipment is operated primarily by members of this bargaining unit. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. It is incumbent upon any employee encountering a picket line in the course of their duties to immediately notify the Employer.

2.10 Time Off for Union Business

- (a) "Without pay" leave of absence without pay and without loss of seniority or benefits will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

- (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
 - (4) to representatives of the Union to carry on negotiations with the Employer;
 - (5) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board provided the dispute involves the Employer.
- (b) When leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time.
- (c) The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) The Employer shall grant, on request, leave of absence without pay:
- (1) for employees selected for a position with the Union;
 - (2) for an employee elected to a position with the Union;
 - (3) for an employee elected to any body to which the Union is affiliated.
- (e) Seniority and time related benefits and rights shall be maintained and continue to accrue during the leave of absence under this clause.

2.11 Union Meetings

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

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECKOFF AND UNION DUES

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

- (b) The Employer shall deduct from the wages of 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 for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deductions and the Employer shall also provide the following information:
 - Social Insurance Number
 - Employee surname and first name
 - Job classification
 - Sex
 - Birthdate
 - Gross pay
 - Dues amount
- (e) The above information will be supplied on a computer disk in ASCII format provided that the Union's computer system is compatible with the Employer's. Where the information is not provided on a disk it will be provided on hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases the Union shall provide the Employer with a reasonable notice period to implement any change.
- (g) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T4 slip was provided).
- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) New employees shall also be provided with:
 - (1) the name, location and work telephone number (if applicable) of the steward; and
 - (2) an authorization form for Union dues check-off.
- (c) The steward shall be advised of the name, location and work telephone number (if applicable) of the employees.

- (d) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment.
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b) (1) above.
- (f) Whenever the steward is employed in the same work area as the new employee, the Employer will introduce her/him to her/his steward.

ARTICLE 6 - EMPLOYER'S RIGHTS

- (a) The management of the Employer's business, and the direction of the work force is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

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 officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Joint Committee

- (a) There shall be established a Joint Committee composed of two (2) Union representatives and two (2) Employer representatives. The Parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. The Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad-hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (b) The Committee shall meet at least once every sixty (60) calendar days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An Employer representative and a Union representative shall alternate in presiding over meetings.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
 - (2) correcting conditions causing grievances and misunderstandings.
- (f) Prior to each meeting an agenda shall be circulated amongst Committee members.

- (g) The Union shall appoint its representatives and the Employer theirs.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a Union staff representative, or authorized alternate when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of the grievance.
- (b) The Union representative shall provide reasonable notice to the Employer or her/his designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.
- (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 available confidential location.
- (d) The Employer agrees that access to its premises will be granted to Union elected officers or other persons designated by the Union. The Union representative shall provide reasonable notice to the Employer and her/his designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such access shall not interfere with the operation of the Employer's business.
- (e) The Employer recognizes that in some circumstances it is difficult for the Union representatives or designates to meet with employees outside of normal working hours. In such cases, the representative shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one (1) hour's duration. Attendance at such meetings shall be considered as time worked.

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.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the Parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. 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 Union steward, to Step 2 of the grievance procedure. When 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

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so not later than twenty-one (21) 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 2

- (a) Subject to the time limits in Section 8.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievance at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the Union's designated representative and the Employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer designate shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

8.6 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to this article, the Union may submit the dispute to arbitration within:

- (a) Twenty-one (21) days after the Employer designate's decision has been received; or
- (b) Twenty-one (21) days after the Employer designate's decision was due.

8.7 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within fourteen (14) days after the date of dismissal or suspension, to initiate a grievance in writing at Step 2. Within fourteen (14) days after the date of receiving the grievance the Union's designated representative and the Employer shall meet and attempt to resolve the grievance. The Employer designate shall reply in writing to the grievance within seven (7) days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within twenty-one (21) days of the Union receiving the Employer's reply.

8.8 Deviation From Grievance Procedure

The Employer agrees that, after a written 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.

8.9 Policy Grievance

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of the Agreement, the dispute shall be discussed initially with the Employer designate or the Union, as the case may be, within thirty (30) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in Article 9.

8.10 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. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile.

8.11 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 waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at Step 2, of its desire to submit the difference to arbitration.
- (b) All referrals to arbitration shall be by registered mail, facsimile or courier.

9.2 Assignment of a Single Arbitrator

- (a) When a Party has requested that a grievance be submitted to arbitration and either Party has requested that a hearing date be set, the Parties shall assign an arbitrator from the following list:

Judy Korbin
Joan Gordon
Emily Burke

- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis or by mutual agreement. In the event of unavailability of the above-named arbitrators the Parties may agree on an unnamed arbitrator to hear any grievance case.
- (c) An arbitrator may be removed from or added to the list by mutual agreement.

9.3 Board Procedure

The arbitrator may determine her/his own procedure in accordance with the Labour Code 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 Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitrator

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

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the Parties.

9.8 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) workdays;
- (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 Articles 1.6 and 1.7 (Harassment and Sexual Harassment).

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

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

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

- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be “*without prejudice*”.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 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 Procedure

In the event that the Employer initiates disciplinary action against an employee which may result in her/his suspension or discharge, the procedure outlined herein shall be followed. In all cases of discipline the burden of just cause shall rest with the Employer.

10.2 Dismissal and Suspension

- (a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend for just cause any employee who has completed her/his probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, she/he shall be given the reasons in writing, in the presence of a steward provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 10.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) employee evaluations.
- (b) An employee shall be given a copy of any document placed on the employee's file which might be the basis of disciplinary action. 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.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file automatically after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (d) 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.

10.4 Performance Evaluations

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, to read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven (7) days to read, review and sign the evaluation.
- (b) The evaluation form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.
- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of her/his evaluation at time of signing.
- (e) The employee shall be paid for time incurred during meetings to discuss the evaluation.

10.5 Personnel File

- (a) An employee, or the Union designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the Union designate, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). Access to the file shall be no later than seven (7) days after the notice is given.
- (b) Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall make arrangements to have the file delivered to an employee's worksite.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

10.6 Right to Have Steward Present

- (a) An employee shall have the right to have her/his steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.
- (b) Where an Employer designate intends to interview an employee for disciplinary purposes, the Employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise her/his right to contact her/his steward.
- (c) Where the Employer designate intends to interview a steward for disciplinary purposes, or where the steward believes the interview might be the basis of disciplinary action, the steward shall have the right to consult with a Union staff representative and to have another steward or alternate present

10.7 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours worked, including service prior to certification of the Union.
- (b) Straight-time paid hours shall include time spent on:
 - (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the Workers' Compensation Act in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those sections;
 - (4) paid sick leave (excluding Long Term Disability);
 - (5) union leave;
 - (6) maternity, parental and adoption leave;
 - (7) other approved paid leaves of absence;
 - (8) wage loss benefits from ICBC, as a result of a work-related accident(s).

11.2 Seniority List

- (a) The Employer will prepare (three (3) separate seniority lists once every six (6) months) up-to-date seniority lists containing the following information pertaining to its regular employees:
 - (1) employee's name;
 - (2) employee's service seniority, in total straight-time hours;
 - (3) employee's current classification.
- (b) The seniority list shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- (c) The Employer will provide the Union with a copy of the same.

11.3 Loss of Seniority

An employee shall lose her/his seniority as a regular employee and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) she/he voluntarily terminates her/his employment;
- (c) the employee abandons her/his position;
- (d) the employee is on layoff for more than one (1) year;
- (e) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the Employer. Employees required to give two (2) weeks' notice to another employer shall be deemed to be in compliance with the seven (7) day provision;

(f) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) working days in a calendar year or upon completion of the three (3) month trial period for a permanent appointment. This period may be extended by mutual agreement between the Parties. During this period an employee will continue to pay Union dues at her/his old rate and remain a member of the bargaining unit;

(g) is off on Employer paid sick leave, ICBC wage loss benefits or WCB wage loss benefits for a period of two years and six months from the date of disability. An employee who is off on leave encompassing two (2) or more consecutive benefits (as stated above) shall have the absences combined for the purposes of the two year and six month period.

11.4 Re-employment

(a) A regular employee who resigns her/his employment and within ninety (90) days is re-employed as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority for vacation purposes and other fringe benefits.

(b) A regular employee who resigns her/his employment as a result of a decision to care for a dependent parent, spouse or child residing with the employee, and is re-employed by the same Employer, upon application she/he shall be credited with their former seniority and their years of service for vacation purposes. The following conditions shall apply:

(1) The employee must have been a regular employee with at least two (2) years of service seniority at time of termination;

(2) The resignation must indicate the reason for termination.

11.5 Bridging of Service

If a regular employee terminates 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 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 two (2) years of service seniority at time of termination.

(b) The resignation must indicate the reason for termination.

(c) The break in service shall be for no longer than six (6) years.

(d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

Vacancies inside the bargaining unit shall be filled within a layoff/recall unit:

(a) Layoff and Recall Units shall be as follows:

(1) Women's programs;

(2) Psycho Social Rehabilitation Programs;

(3) Community Health Programs;

(4) New layoff/recall units established within forty (40) kilometres of Cranbrook shall form part of the layoff/recall unit described in (a) above.

Layoff/recall units established beyond forty (40) kilometres of Cranbrook shall constitute new units governed by the forty (40) kilometre radius criteria and (a)(1)(2)(3) above. This does not prohibit the establishment of additional units, of a distinct nature by mutual agreement of the Joint Standing Committee.

(b) If the vacancy or new job has a duration of six (6) months or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all employees access to such information. Vacancies shall be filled as per c(1) and c(2) below.

(c) Notwithstanding (b) above if the vacancy is a temporary one of less than six (6) months, the position shall not be posted and instead shall be filled as follows:

(1) Where practicable, by qualified regular full-time employees who have indicated in writing their desire to work in such, consistent with the requirements of Article 12.8. If the application of this paragraph requires the Employer to pay overtime to the employee pursuant to Article 15, the proposed move shall not be made; or

(2) By casual employees, including regular part-time employees registered for casual work. Offers of work shall be made on the basis of seniority provided the employee is qualified.

(3) If the vacancy, or work available, is one of less than three (3) weeks' duration and/or the Employer has two (2) weeks' notice or less the process used to fill the job shall be as per (c)(2).

(d) If the process in (b) and (c) has been exhausted, and the position has not been filled, employees in another layoff/recall unit will be offered the work prior to hiring new employees. Where a new layoff/recall unit has been established current qualified employees will be offered the work in order of seniority, prior to hiring new employees.

(e) When additional work becomes available it shall be offered to qualified employees within a layoff/recall unit in order of seniority.

(f) The use of volunteers shall be as per current practice. Volunteers shall not be used to displace employees.

12.2 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and department may be subject to change provided that:

(a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

(b) the Employer has inquired in to, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and department, and the impact the change will have on the personal circumstances of such employee(s).

12.3 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to Article 12.1 above.

12.5 Notice to Union

A copy of all postings shall be sent to the designated Union representative within the aforementioned seven (7) calendar days.

12.6 Notice of Successful Applicant

- (a) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (b) Upon request an unsuccessful applicant will be given the reasons why they were unsuccessful.

12.7 Grievance Investigation

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

12.8 Selection Procedures

The Parties recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments shall be made within thirty (30) days of the posting, subject to circumstances beyond the control of the Employer.

12.9 Probationary Period

- (a) For the first four hundred and fifty (450) hours of service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by a further one hundred and fifty (150) hours provided written reasons are given for requesting such extension.
- (b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels she/he has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she/he may grieve the decision pursuant to the grievance procedure in Article 8.9 of this Agreement commencing at Step 3.

12.10 Trial Period

When a vacancy is filled by an existing employee, conditional on satisfactory service the employee shall be confirmed in the position after a period of three (3) months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, after notifying the Union, extend the period for a further three (3) months. If the employee proves unsatisfactory in the position or if the position is different from the description contained in the job posting, she/he shall be returned to her/his former job classification and wage/salary rate without loss of seniority. Any other employee promoted or

transferred because of the re-arrangement of positions shall be returned to her/his former position and wage or salary rate without loss of seniority.

12.11 Notification to Employee and Union

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

12.12 Right to Grieve

Where an employee feels that she/he has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance procedure in Article 8 of this Agreement within seven (7) calendar days of being notified of the results.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff, Layoff/Recall Unit, and "Comparable" Job

- (a) "*Layoff*" includes a reduction in the amount of work required to be done by the Employer, cessation of employment, elimination of a job, a re-organization, program termination, closure. Where work is available employees will be recalled in accordance with Articles 13 and 28. Recall shall be made in order of seniority provided the employee is qualified to perform the work available. Regular part-time employees will be offered additional work prior to auxiliary employees. Qualified laid off employees from other "*Clusters*" will be offered work prior to hiring externally.
- (b) Layoff/Recall Units will be as follows:
 - (1) "*Women's Programs Cluster*" within a geographic location.
 - (2) "*Psycho-Social Rehabilitation Cluster*" within a geographic location.
 - (3) "*Community Health Program Cluster*" within a geographic location.
 - (4) It is understood that present programs will not be transferred to another Cluster.
- (c) "*Comparable Job*" - a classification which has a salary range which is the same or lower than an employee's original classification.
- (d) Additional Clusters may be created by mutual agreement between the Parties.

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employee(s) under Clause 13.3 the Employer shall, within a layoff/recall unit, canvass employees to invite:
 - (1) placement into a vacant regular position;
 - (2) resignation with notice or pay in lieu of notice pursuant to Article 13.3(a).

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

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

13.3 Layoff

- (a) In the event of a layoff, the Employer shall give regular full-time and regular part-time employees the following written notice of layoff or normal pay for that period in lieu of notice.
- (1) One (1) week's notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
 - (2) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
 - (3) three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.
- (b) Layoff of employees shall be by classification in reverse order of seniority by layoff/recall unit.
- (c) Upon layoff, a regular employee will have the following options, subject to qualifications:
- (1) placement into a vacancy in a lateral or lower rated classification within the same layoff/recall unit;
 - (2) displace a junior employee with less than three years' seniority provided the change would not constitute a promotion, within the same layoff/recall unit;
 - (3) recall to vacancies prior to new employees being hired externally (regardless of layoff/recall unit);
 - (4) displacing the most senior auxiliary in their own auxiliary layoff/recall unit;
 - (5) going on the auxiliary and/or, regular recall list within their own layoff/recall unit.
- (d) Employees who assume a new position pursuant to this article will receive job orientation and shall be allowed a reasonable time to familiarize herself/himself with the new duties.
- (e) Should there be no option available in paragraph (c) above during the layoff notice period, or should an employee decline such options she/he shall be deemed to have resigned and if eligible receive pay in lieu of notice pursuant to paragraph (a) above.
- (f) Employees exercising their rights as per (c) above must signify in writing within ten (10) calendar days of the layoff.

13.4 Recall

Recall of employees shall be in order of seniority within a layoff/recall unit provided the employee is qualified to perform the work available after a period of familiarization.

13.5 Volunteer Gratis Labour

- (a) The importance of volunteers being involved in the operation of the CMHA-EK 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.
- (b) Rehab volunteers are separate and distinct from the above.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) Except as otherwise provided in this Collective Agreement, the average hours of work for full-time employees covered by this Collective Agreement, exclusive of meal breaks shall be an average of thirty-five (35) hours per week, except for licensed child day care and attached programs which should be 35 to 40 hours per week (inclusive).
- (b) It is understood there shall be no “*split shifts*”.
- (c) Regular employees will be scheduled for two (2) consecutive days of rest per week. A week shall be Sunday to Saturday, inclusive.
- (d) A full-time employee is an employee who is scheduled to work, or who has worked 1820 hours or more in a calendar year.
- (e) Employees may work a modified work schedule provided there is mutual agreement between the Union and the Employer, and the schedule is approved by the Employment Standards Branch.
- (f) Once a modified schedule has been agreed to as per (e) above, the schedule shall remain in place for a minimum of twenty-six (26) weeks.
- (g) By mutual agreement between the Parties a forty (40) hour workweek for “*Little Sprouts Daycare*” may be implemented provided all such schedules contain the following:
 - (1) an employee chooses their own starting and finishing times subject to any “*core service period*” established by the Employer;
 - (2) the maximum “*core service period*” established by the Employer will not exceed four (4) hours per workday;
 - (3) overtime compensation shall be for all hours an employee is directed to work in excess of nine (9) hours in any given workday or in the excess of normal hours by a full-time employee in the same classification in an averaging period. An averaging period will be one hundred and forty (140) hours or one hundred and sixty (160) hours in a four (4) week period as determined by paragraph (a) above;
 - (4) the full-time employee on flex-time who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

14.2 Scheduling Provisions

- (a) There shall be a minimum of twelve (12) consecutive hours off-duty between the completion of one (1) work shift and the commencement of the next.
- (b) When it is not possible to schedule twelve (12) consecutive hours off-duty between work shifts, all hours by which such changeover falls short of twelve (12) consecutive hours shall be paid at overtime rates in accordance with Article 15.
- (c) Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

14.3 Rest Periods

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

14.4 Meal Periods

An employee who has been instructed by the Employer to work, or to be available for work during her/his meal period will receive pay for the meal period at the applicable rate(s).

14.5 Scheduling Limitations

Unless otherwise specified in this article, the following shall always apply:

- (a) If an employee is required by the Employer to report first to a different location before reporting to her/his scheduled worksite, travel time from that location to the actual worksite shall be included in the scheduled workday. If at the end of work at her/his scheduled worksite the employee is required to report back to a different location first before booking off work, travel time from the worksite to that different location shall be included in the scheduled workday.
- (b) Employee's shall start and finish at a central location except by mutual agreement between the employee and the Employer.

14.6 Standby Provisions

- (a) Employees who accept standby offers by the Employer shall be paid \$1.00 per hour for all hours (or major portion thereof) while on standby. The minimum standby requirement shall be four (4) consecutive hours) and \$40.00 per day (or portion thereof) for standby on statutory holidays.
- (b) An employee required to respond to pages or calls which is in excess of one (1) hour in any twenty-four (24) hour period shall be paid at the applicable rate and may at her/his option, bank this pay to be taken as time off in lieu at a mutually agreeable time. An employee who is called back to work shall be compensated pursuant to Article 15.8.

ARTICLE 15 - OVERTIME

15.1 Definitions/Entitlement

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

Overtime Entitlement

- (e) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily or averaged weekly hours of a full-time employee; or
 - (2) the maximum daily hours for those employees on flextime; or

(3) the agreed averaging period.

(f) Overtime entitlement shall be calculated in fifteen (15) minute increments, however, employee shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

15.2 Overtime Compensation

(a) Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2, or who are requested to work on their scheduled day of rest, shall be paid:

(1) time and one-half for the first three hours (two hours effective October 1, 2001) of overtime on a regularly scheduled workday; and

(2) double time for hours worked in excess of the three hours (two hours effective October 1, 2001) referred to in (a) above.

(3) double time for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

(b) Where an employee is required by the Employer to attend a staff meeting in excess of the regularly scheduled workday, the employee will be paid for such time at straight-time rates up to the scheduled daily hours. After the schedule daily hours and/or work in excess of thirty-five (35) hours per week, overtime rates shall apply.

(c) 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, when possible, make an effort to obtain authorization. If this is not possible, she/he will use her/his discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance.

(d) An employee on travel status who is required to travel on Employer business outside her/his regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(e) 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 working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.

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

(g) Overtime rates shall apply to hours worked in excess of (e) and (f) above.

15.3 Overtime Pay

Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 15.4 below.

15.4 Compensating Time Off

(a) Overtime compensation shall be monetary unless an employee states otherwise. If an employee opts for CTO time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

(b) Overtime compensation that was earned, (or accumulated time off), and was banked, prior to the date of ratification of this Agreement, shall be scheduled by mutual agreement within six (6) months of ratification. If mutual agreement cannot be reached cash payment shall be made on the following payroll by separate cheque.

15.5 Overtime Meal Allowance

(a) An employee who works three (3) hours of overtime immediately before or following her/his scheduled hours of work shall receive a meal or a meal allowance of seven dollars (\$7.00). One-half (½) hour with pay shall be allowed the employee in order that she/he may take a meal break either at or adjacent to her/his place of work.

(b) This clause shall not apply to part-time employees until the requirements of Article 15.1 have been met.

(c) In the case of an emergency when an employee is required to work on a rest day, this clause will apply only to hours worked outside her/his regular shift times for a normal workday.

15.6 Right to Refuse Overtime

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

15.7 Rest Interval After Overtime

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

15.8 Callout Provisions

Employees called back to work on their regular time off shall be paid a minimum of two (2) hours overtime at the applicable rate, or shall be paid at the applicable rate for the time worked, whichever is greater.

15.9 Sharing of Overtime

Overtime work shall be offered on a rotational basis in order of seniority, considering the availability of qualified employees.

15.10 No Layoff to Compensate for Overtime

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

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

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

(d) Part-time employees will be entitled to prorated regular hours per week in comparison to a regular full-time employee.

(e) Regular full-time employees working a modified workweek will be compensated a regular day's pay, one-fifth (1/5) of the hours of a regular full-time employee's averaged weekly hours.

16.2 Holidays Falling on Saturday or Sunday

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

By mutual agreement between the Employer and the employee this statutory holiday may be scheduled to a mutually agreed alternate date.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement.

16.4 Holiday Falling on a Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of time and one-half (1½) for the hours worked plus a day off in lieu of the holiday.

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 Statutory Holidays for Auxiliary Employees

All auxiliary (casual) employees will receive 4.2% additional pay on all hours worked in lieu of any additional benefits for statutory holidays as defined in Article 16.1. The 4.2% will be in addition to the employee's regular rate of pay only.

16.7 Christmas Day or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off.

16.8 Religious Holidays

An employee required to work shall have the option of working Boxing Day and/or Easter Monday in exchange for two (2) paid days off to observe religious holidays other than those referenced in Article 16.1. Employees exercising this option shall not be entitled to overtime pursuant to Article 16.4 on Boxing Day and Easter Monday and shall provide written proof of membership in a bona fide, recognized religion and shall provide a list of holidays throughout the year for which leave will be requested.

16.9 Work on a Designated Lieu Day

If a regular full-time employee is called to work on a day designated as the lieu day, the employee shall be compensated at time and one-half (1½) for all hours worked.

ARTICLE 17 - VACATION ENTITLEMENT**17.1 Vacation Entitlement****(a) Definitions**

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

"First Vacation Year" is the calendar year in which the employee's anniversary falls.

"Conversion to hours" all working days shall be converted to hours as per Clause 14.1(a).

(b) Effective January 1, 2000, all auxiliary (casual) employees will receive 4% additional pay on all hours worked in lieu of benefits for annual vacation. The 4% will be in addition to the employee's regular rate of pay. The auxiliary/casual will also be entitled to make themselves unavailable for a period each year equal to their vacation time entitlement in order to avail themselves of a rest period away from work. Additional time of unavailability may be granted by the Employer upon the request of the employee.

(c) Effective January 1, 2000 employees with one (1) or more years of continuous service shall earn the vacation entitlement as follows:

1 st vacation year	15 workdays
2 nd vacation year	15 workdays
3 rd vacation year	16 workdays
4 th vacation year	17 workdays
5 th vacation year	18 workdays
6 th vacation year	19 workdays
7 th vacation year	22 workdays
8 th vacation year	23 workdays

9 th vacation year	24 workdays
10 th vacation year	25 workdays
11 th vacation year	26 workdays
12 th vacation year	27 workdays
13 th vacation year	28 workdays
14 th vacation year	29 workdays
15 th vacation year	30 workdays
16 th vacation year	31 workdays
17 th vacation year	32 workdays
18 th vacation year	33 workdays
19 th vacation year	34 workdays
20 th vacation year	35 workdays

(d) Vacation pay to accompany the above time off entitlements will be based upon the employee's previous year's straight-time earnings at the rate of .4% for each day of the employees vacation entitlement.

(e) Regular part-time employees will have their vacation entitlement prorated and shall be paid .4% for each day of prorated entitlement.

(f) An employee whose entitlement is prorated will have the option of taking their full entitlement (or a lesser amount), but not less than their prorated entitlement. This option is at the sole discretion of the employee.

(g) Vacation time in the year 2000 will be as per paragraph (c) above; accompanied monetary compensation will be at the following rates:

1 st vacation year	4% of gross 1999 earnings
2 nd to 4 th vacation year	6% of gross 1999 earnings
5 th vacation year	8% of gross 1999 earning

17.2 Vacation Credits Upon Death

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

17.3 Vacation Carryover

An employee may carry over up to five (5) vacation days per vacation year to a maximum accumulation of five (5) days at any one time. An employee shall not receive cash in lieu of vacation except upon retirement or termination.

17.4 Vacation Schedules

(a) Employees shall discuss their vacation plans with their co-workers and shall submit their vacation requests to the Employer:

- (1) December 1 for the period January 1 through April 30; and
- (2) April 1 for the period May 1 through December 31.

(b) An employee who does not exercise her/his seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

17.5 Vacation Preferences

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit.
- (b) An employee shall be entitled to receive her/his vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "*first*" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.
- (c) Vacation schedules, once approved by the Employer shall not be changed other than in the cases of emergency, except by mutual agreement between the employee and the Employer.

17.6 Vacation Pay

When a pay period falls within an employees scheduled vacation, an employee shall be entitled to that pay and the Employer will ensure the paycheque is deposited in her/his account. An employee wanting to access this benefit must ensure proper depository information is given to payroll prior to commencing vacation. This article will not apply once "*direct deposit*" of payroll has been established.

17.7 Single Vacation Period

A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced.

17.8 Vacation Entitlement Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 17.1.

17.9 Reinstatement of Vacation Days – Sick Leave

In the event an employee is sick or injured prior to the commencement of her/his vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

17.10 Call back From Vacation

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

17.11 Prime Time Vacation Period

All employees shall be allowed to take their employee entitlement during the period of April 1st to October 30th inclusive which shall be defined as the prime time vacation period.

ARTICLE 18 - EDUCATION LEAVE**18.1 Purpose**

- (a) Both Parties recognize that improved client service will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving skills.
- (b) Staff Development Leave
- (1) An employee shall be granted leave without loss of pay, at her/his basic rate of pay, to take courses (including related examinations), conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee shall not exceed the full-time daily hours of work as outlined in Article 14.2.
- (2) When such leave is granted pursuant to (b)(1) above, the Employer shall bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer shall also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.
- (3) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work-related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.
- (4) Approval of requests will be given reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.

18.2 In-Service Education

Employees scheduled by the Employer to attend seminars shall receive regular wages.

18.3 Leave Without Pay

After three (3) years' service an employee may request an unpaid leave of absence to take educational courses relating to service delivery subject to the following provisions:

- (a) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months' advance notice in writing of such request.
- (b) Every effort shall be made by the Employer to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found. Approval of such requests shall be at the sole discretion of the Employer.
- (c) The Employer shall provide reasons for the denial of leave pursuant to (a) above.
- (d) Employees shall retain earned seniority and benefits, but shall not accumulate any during the leave. Upon return to work, an employee shall be placed in her/his former position or "comparable" classification within her/his original layoff/recall unit provided their seniority allows them to.
- (e) Leave without pay shall be for a period of up to one (1) year unless extended by the Employer. Further leaves shall also be at the sole discretion of the Employer.

18.4 Exchange Programs

The Parties agree that exchange programs between Employers will be encouraged. Employees will be given the opportunity to participate in exchange programs at full pay and allowances. No such exchange will take place without a written agreement with the Union(s) and the Employers involved.

18.5 Staff Development Leave

In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the Private and Public Sectors, employees may be granted leave with pay for the following purposes:

- (a) to attend conferences or conventions related to the employee's field or specialization;
- (b) to participate in seminars, workshops, symposiums or similar out-of-service programs to keep up to date with knowledge and skills in their respective field.

18.6 Leave for Writing Examinations

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

ARTICLE 19 - SPECIAL AND OTHER LEAVE

19.1 Compassionate Leave

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two (2) days with pay may be taken associated with travel.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including annual vacations but not including sick leave. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

19.2 Special Leave

Effective April 1, 2002

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at her/his regular rate of pay to a maximum of ten (10) days per year for the following:

- (a) Marriage of employee – five (5) days;
- (b) Birth or adoption of the employee's child – one (1) day; and
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member – up to two (2) days.

19.3 Leave for Court Appearances

- (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 paid leave shall not exceed two hundred and eighty (280) hours.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) Time spent at court by an employee in her/his official capacity shall be at her/his regular rate of pay.
- (d) An employee in receipt of her/his regular earnings while serving at court shall remit to the Employer all monies paid to her/him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (f) For all the above leaves, the employee shall advise her/his co-workers and Employer representatives as soon as she/he is aware that such leave is required.

19.4 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give written reasons for withholding approval.
- (b) Employees may maintain coverage for health care plans provided in this Agreement if the employee pays the total costs of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two (2) weeks' notice, except in cases of emergency.

19.5 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay or benefits;

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of two (2) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

19.6 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open in which to cast her/his ballot.

19.7 Donor Leave

An employee shall be granted up to three (3) days' leave of absence with pay for the purpose of donating bone marrow or an organ.

19.8 Leave for Medical and Dental Care

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

19.9 Special Leave

Where leave from work is required, an employee shall be entitled to special leave at her regular rate of pay for up to three (3) days for any emergency or personal reason. Prior notification must be given wherever possible. Social events, i.e., concerts, etc. shall not be deemed appropriate for this clause.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE**20.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to eighteen (18) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

20.2 Paternity Leave Allowance

- (a) A male employee (not on parental leave), will be granted the equivalent of one (1) day leave with pay to be taken within two (2) weeks of the birth of his child.

20.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks' parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 20.1 or following the adoption pursuant to Clause 20.4;
 - (2) in the case of a father, following the birth or adoption of the child and conclude within the 52-week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

20.4 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to twelve (12) weeks. When a child is adopted, this leave may commence following leave taken pursuant to Clause 20.3(d) or following adoption.

20.5 Benefits Continuation

- (a) For leaves taken pursuant to Articles 20.1, 20.3, and 20.4 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 20.6 the Employer will recover monies paid pursuant to this clause.

20.6 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all benefit premiums to the Employer in accordance with the procedures outlined by the Employer.

20.7 Seniority Rights on Reinstatement

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

20.8 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.1, 20.3, or 20.4 commenced unless she/he advised the Employer of her/his intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 20 – Maternity, Parental and Adoption Leave or if she/he does not return to work after having given such notice.

20.9 Employment Deemed Continuous

An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all aspects by the Employer in the position previously occupied by the employee and with all increments to wages, benefits and vacation time to which the employee would have been entitled had the leave not been taken or, if the position no longer exists, the employee may exercise her/his rights in accordance with Article 13.

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia pertaining to the working environment of employees covered by this Agreement, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

21.2 Working Environment

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

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

21.3 Safety Program/Committee

(a) The Employer will establish a Safety Program pursuant to Section 3 of the WCB Regulations. Monthly meetings shall be scheduled with employees in each reporting point to discuss health and safety matters. Records of these meetings shall be forwarded to the local Union office and to members of the Joint Occupational Health and Safety Committee.

(b) 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 monthly to make recommendations on unsafe, hazardous or dangerous conditions and discuss questions or problems which may arise with respect to health and safety, with the aim of preventing and reducing risk of occupational injury and illness.

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

(d) The Employer and the Union shall establish a Joint Safety Committee to be composed of Union and Employer representatives. The Union representative shall be appointed by the Union and such representative(s) must be in the employ of the Employer.

(e) All meetings of the committee shall be recorded and sent to the Union and the Employer. The committee shall consist of up to three (3) Union representatives and up to three (3) management representatives.

(f) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to committee business inspections, or accident investigation on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.

(g) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at worksite meetings.

(h) On a monthly basis any unresolved concerns shall be forwarded to the Joint Committee.

21.4 Unsafe Work

No employee shall be disciplined for exercising her/his right to refuse to do unsafe work pursuant to Section 3 of the Industrial Health and Safety Regulations.

21.5 Workplace Aggression

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

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

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

The Employer upon request will attempt to find alternate suitable employment because of physical aggression or verbal/emotional abuse.

Where repeated incidents of physical aggression or verbal/emotional abuse occur, the Occupational Health and Safety Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

21.6 Injury Pay Provision

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

21.7 Transportation of Accident Victims

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

21.8 Employee Check In

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

21.9 First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the WCB Level 1 equivalent shall be borne by the Employer, and leave to take the necessary course shall be granted with pay.

21.10 Communicable Diseases

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees.
- (b) The Employer shall provide and pay for pre-exposure Hepatitis A, B and/or C vaccinations to employees at risk of work-related exposure as determined by the local medical health officer.
- (c) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.
- (d) Should vaccine become available for other communicable diseases to which employees may reasonably be at risk of work-related exposure, the Parties shall meet to negotiate an Employer provided vaccination program for employees.

21.11 Protective Clothing and Supplies

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

21.12 Investigation of Accidents

- (a) Pursuant to Section 3.8 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually-agreed accident investigation form and copies sent to:
 - (1) Workers' Compensation Board;
 - (2) Employer Designate(s); and
 - (3) BCGEU Designate(s).
- (c) In the event of a fatality, the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

ARTICLE 22 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work and/or any work presently performed by employees covered by this Agreement which would result in the laying off or continued layoff of such employees.

ARTICLE 23 - BENEFITS**23.1 Health and Welfare Benefits**

Effective April 1, 2000 Health and Welfare Plans will be provided through the Health Benefit Trust (HBT). The sole responsibility of the Employer following implementation of the plan is payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator.

- (a) Eligibility
 - (1) Coverage for a regular employee under these plans will commence on the first day of the month following the month in which the employee successfully completes her/his probation period with a maximum of a three (3) month waiting period.
 - (2) Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work fifteen (15) regular hours or more per week.
- (b) Termination
 - (1) Coverage under these plans will terminate at the end of the month in which the employee's employment terminates.

23.2 BC Medical

Effective April 1, 2000:

The Employer shall pay one hundred percent (100%) of the regular monthly premiums for eligible regular employees, their spouse, and dependants for medical coverage under the BC Medical Plan.

23.3 Dental Plan

Effective October 1, 2000:

(Details of plan identical to Community Health, 1996/98 Agreement EXCEPT Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.)

Eligible regular employees shall be provided with a Dental Plan covering 100% of the costs of the basic plan (Plan A), and 50% of Plan B.

The Dental Plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

Effective October 1, 2002:

(a) Eligible regular employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with not run-offs for claims after termination of employment.

(b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.

(c) The Employer shall pay 100% of the premium.

23.4 Extended Health Plan

Effective April 1, 2000:

Eligible regular employees shall be provided with an Extended Health Plan covering 80% of eligible expenses, \$25.00 deductible per person or family.

The Extended Health Plan shall cover employees, their spouses, and dependent children, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

Effective April 1, 2002:

(a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.

(b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225.00 every 24 months and the allowance for hearing aids will be \$600.00 every 48 months.

23.5 Group Life and Accidental Death and Dismemberment

Effective April 1, 2000:

Eligible regular employees shall be provided with Group Life and Accident Coverage. The Plan shall provide \$10,000 coverage, until the age of 65, and shall include accidental death and dismemberment coverage period. After the age of 65, the amount of coverage shall decrease to \$5,000 until the age of 70, at which time the group insurance coverage will cease. The Employer shall pay 100% of the monthly premiums.

Effective April 1, 2001:

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of \$25,000.00 (effective April 1, 2003 - \$50,000.00) and standard 24 hour accidental death and dismemberment insurance until age 65. After the age of 65, the amount of coverage shall decrease to \$12,500.00 (effective April 1, 2003 - \$25,000.00) until the age of 70, at which time the group insurance coverage will cease.

On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised, that is, the individual covered may convert all or part of her/his group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

- (c) The Employer shall pay 100% of the premium.

23.6 Long Term Disability

Effective April 1, 2000 the Employer will provide a long term disability plan which shall be the plan provided in the Health Facilities Sector. The plan will cover regular employees who have completed their probationary period and will provide such employees who qualify with salary continuation until the age of sixty-five (65) in the event of a qualifying disability. Enrollment in the plan will be voluntary on a bargaining unit by bargaining unit basis. It is understood that a bargaining unit can opt in at anytime. Those opting out will have no LTD plan unless such units already have a plan. The cost of premiums will be cost shared between the Employer and the employee with the Employer's contribution limited to one percent (1%) of the employee's basic earnings.

Effective April 1, 2003, the full cost of premiums will be assumed by the Employer. This may occur at an earlier date if the experience of the Health Benefits Trust is that demonstrable savings are identified during the term of the Agreement. Any such savings will in the first instance be applied to the reduction or elimination of the employee's contribution for LTD coverage prior to April 1, 2003.

The Executive Director or designate and four (4) Union presidents or designates will forthwith constitute a committee and in consultation with government will review and report on the real and projected savings and possible outcomes. For the purposes of this article any questions as to whether and when savings are accruing, and in what amount during the term of this Agreement, will be adjudicated by Colin Taylor. Without commitment being made, the government will explore with the Committee, the possibility of a loan arrangement to facilitate the foregoing.

The sole responsibility of the Employer following implementation of this plan is payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator.

23.7 Group RRSP (Effective April 1, 2000)

- (a) All regular employees, upon successful completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
- (b) Employee contributions to the Plan through payroll deduction will be on one (1) of the following bases:
 - 1% of regular earnings; or
 - 2% of regular earnings; or

- 3% of regular earnings.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels, as noted in 2 above, on January 1st of each year by providing at least thirty (30) days' written notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) Employers will ensure that all new employees are informed of the options available to them under this Group RRSP.

Effective April 1, 2001, if an Employer does not currently participate in a pension plan (e.g., the Municipal Superannuation Plan) then participation in the group RRSP for Employees will be mandatory. No employee shall be allowed to join both a pension plan and the group RRSP.

23.8 Definition of Spouse/Partner and Dependent Child

- (a) Spouse/Partner shall be defined by the current Plan Carrier. It is agreed that changes to this definition shall only occur if it's a "*global*" change by the Carrier.
- (b) An eligible dependent child for the purposes of this article shall be as defined by the current Plan Carrier. It is agreed that changes to this definition shall only occur if it is a "*global change*" by the Carrier.

23.9 Health and Welfare Plans

- (a) A copy of the contracts with the carriers for the extended health care, dental and group life plans shall be sent to the Union designate.
- (b) The Employer will ensure the Carrier provides a brochure explaining the highlights of the plans for distribution to employees.

ARTICLE 24 - PERSONAL PROPERTY

24.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person who is a client of the Employer, the Employer shall pay, up to a maximum of seventy-five dollars (\$75) repair costs, or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty. The Employer will provide such benefit provided the damage/loss cannot be claimed through the WCB or ICBC.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Paydays

- (a) Employees shall be paid every second Friday.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be issued to all employees and shall be updated whenever a change occurs.
- (c) When a payday falls on a non-banking day, the paycheque shall be given prior to the established payday.
- (d) The Employer reserves the right to implement a system of direct deposit for all employees.

25.2 Compensation

Employees shall be paid in accordance with the rates of pay as set out in Appendix 1.

25.3 Temporary Promotion or Transfer

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

25.4 Assignments

- (a) A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than her/his regular rate of pay shall maintain her/his regular rate of pay.
- (b) An employee assigned to perform duties of a higher paying position shall be paid the rate of the higher paid position.
- (c) A regular employee shall not have her/his salary reduced by a change in classification of her/his position that is caused other than by the employee herself/himself. It is understood that an employee's position may encompass more than one classification which may be at different rates of pay.

25.5 Vehicle Allowances

- (a) An employee who uses her/his own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-six cents (36¢) per kilometre.
- (b) The Employer ensures that any employee who uses their vehicle for work shall be covered by special access third party liability insurance in an amount no less than \$5,000,000.
- (c) In order to enhance access to training opportunities the Employer and an employee may agree on a vehicle allowance of a lesser amount.

25.6 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum amount set out below. This article shall not apply to employees who, on a day-to-day basis, do not work in a fixed location.

	Effective Date of Ratification	Effective October 1, 2000
Breakfast	\$7.00	\$8.50
Lunch	\$8.00	\$10.50
Dinner	\$16.00	\$19.25

25.7 Out-of-Pocket Expenses

An employee in performing her/his duties shall be reimbursed reasonable out-of-pocket expenses, as long as such costs are not addressed by specific allowances elsewhere in this Agreement. The Employer will develop reasonable guidelines indicating which expenses are authorized.

25.8 Indemnity

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

- (a) exempt and save harmless employees from any civil, criminal or liability proceedings arising from the performance of her/his duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

- (c) The Employer shall have the sole and exclusive right to settle any claim, action or judgement or being or defend any litigation in respect of them.

ARTICLE 26 - CLASSIFICATION AND SALARY ADJUSTMENTS

26.1 Job Descriptions

The Employer agrees to supply each employee with a copy of her/his current job description. Upon request, the Bargaining Unit Chair shall be provided copies of all job descriptions in the bargaining unit.

26.2 Classification and Salary Adjustments

- (a) The Parties to this agreement agree to participate in the Joint Union/CSSEA job evaluation plan.

26.3 New Classifications/Duties

- (a) *Notice of New Classifications*

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

- (b) *Notice of Change Classifications*

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

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within thirty (30) days of the notification by the Employer. If no written objection is received by the Employer, then the wage rate shall be considered as agreed to. If the wage rates in (a) or (b) proposed by the Employer are revised as a result of negotiations or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

ARTICLE 27 - SICK LEAVE

27.1 Sick Leave Credits

- (a) Premium Reduction

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

27.2 Sick Leave Credits (Effective April 1, 2000)

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of 1.25 days (effective April 1, 2002 – 1.5 days) per month to a maximum of fifty-six (56) days (effective April 1, 2002 – 156 days). Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her/his sick leave credits.

Employees with an annual entitlement or monthly accrual for sick leave shall have that entitlement credited to the bank and shall accumulate in accordance with this section.

All sick leave credits are cancelled when an employee's employment is terminated.

27.3 Sick Leave Application Form

An employee absent from work through illness or injury shall, upon return to work submit a fully completed sick leave application form. The Employer may request a note from a qualified medical practitioner accompany the application for sick leave if the absence is over three (3) days. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. If the Employer requests a report as noted in this clause, it shall be at the Employer's expense.

27.4 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period during which the employee is on leave of absence without pay, under suspension, on layoff, on strike or locked out.

27.5 Sick Leave Records

Upon request an employee shall be advised of the balance of her/his sick leave credits.

27.6 Medical and Dental Appointments

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credit described in Article 19.1 the necessary time including travel and treatment time up to a maximum of three (3) days per calendar year to receive medical and dental care at the nearest medical centre for the employee and/or her/his dependent child (children). The Employer shall require a certificate of a qualified medical or dental practitioner at the employee's expense, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

27.7 Workers' Compensation Board Claim

- (a) Where a regular employee is on a claim recognized by the Workers' Compensation Board, while the employee was on Employer's business, the employee shall be entitled to leave without loss of any benefits, at her/his regular rate of pay, up to a maximum of ninety (90) days for any one claim. Where an employee elects to claim leave with pay under this article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (b) Where a claim has been recognized by the Workers' Compensation Board, the Employer shall reinstate any sick leave deducted which the employee utilized during the claim period.

27.8 Sick Leave Deductions

Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis. Sick leave deductions shall be according to actual time off.

ARTICLE 28 - AUXILIARY EMPLOYEES

Regular employees shall be offered available auxiliary relief work at each work unit/location before auxiliary employees. Such employees must give the Employer written notice of their desire to work additional hours and their availability.

Auxiliary/relief employees

- (a) Auxiliary/relief employee is one 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; and
 - (3) a temporary increase of workload situations.
- (b) The Employer shall maintain a seniority list of auxiliary employees which shall be posted every three (3) months.
- (c) Auxiliary employees shall accumulate seniority on the basis of all hours worked at straight-time.
- (d) When work becomes available it shall be offered to qualified auxiliary employees in order of seniority within a layoff/recall unit by geographic location.
- (e) Auxiliary employees who decline work on three (3) separate occasions in a three (3) month period (commencing January 1) shall lose their seniority and shall be considered terminated for just cause. Only one (1) decline may be counted per calendar day.
- (f) Auxiliary employees who decline work in the following circumstances will not have the decline count as an occurrence for the purpose of (a) above.
- (1) absence on a WCB or ICBC claim;
 - (2) maternity leave;
 - (3) absence on bereavement leave;
 - (4) leave to participate in activities of a reserve component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
 - (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
 - (7) Union leave per Clauses 2.10;
 - (8) jury duty;
 - (9) medical or dental appointments;
 - (10) any approved leave of absence without pay;
 - (11) less than twelve (12) hours' notice of an offer of work.
- (g) Except as otherwise noted in this article the provisions of Articles: 13.1, 13.2, 13.3, 13.4 and 23, do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.
- (h) When there is a reduction in work performed by auxiliaries it shall be done in reverse order of seniority within a layoff/recall unit by geographic location, provided the remaining auxiliary(s) is qualified to perform the work available.

- (i) An auxiliary employee shall lose her/his seniority in the event that:
 - (1) she/he is terminated for just cause;
 - (2) she/he terminates or abandons her/his position;
 - (3) she/he is not offered a work assignment in a twelve (12) month period.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Supply and Maintenance of Equipment

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

29.2 Volunteer Gratis Labour

The importance of volunteers being involved in the operation of the Society 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, or prevent the recall of employees.

29.3 Job Sharing

The Employer shall not enter into any job sharing agreements with employees without the written agreement of the Union.

29.4 Personal Duties

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

29.5 Client Information

The Employer shall provide employees with information regarding a client or resident which is necessary for the employee to safely carry out her/his duties.

29.6 Special Employment Programs

Where participants in a special employment program for youth or other individuals perform work of the bargaining unit, the Employer must have the written agreement of the Union. Such agreement will not be unreasonably withheld.

29.7 Article Headings

In this Agreement titles shall be descriptive only and shall not form part of the interpretation of the Agreement by the Parties or an Arbitration Board.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.1 Definition

“*Technological change*” means:

- (a) the introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business; or
- (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

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

30.2 Advance Notice

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

30.3 Discussions

Within fourteen (14) days of the date of the notice under Section 30.2 of this article, the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

30.4 Employment Protection

When necessary to reduce staff due to technological change, regular employees so affected may opt for any of the provisions of Articles 13.2 or 13.3.

30.5 Training

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

30.6 New Employees

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

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

- (a) This Agreement shall be binding and remain in effect to midnight March 31, 2003.

- (b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect the date of ratification.

31.2 Change in Agreement

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

31.3 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, 2003 but in any event not later than midnight, January 31, 2003.
- (b) Where no notice is given by either Party prior to January 31, 2003 both Parties shall be deemed to have given notice under this clause on January 31, 2003.

31.4 Copies of Agreements

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her/his rights and obligations under it. Sufficient copies of the Agreement will be printed for distribution to employees. CSSEA and the Union will share equally the cost of printing and distribution.
- (b) If the Agreements are printed in a print shop they shall bear a recognized Union label.

31.5 Agreement to Continue in Force

- (a) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.
- (b) It is agreed that the operation of Subsections 2 and 3 of Section 50 of the Labour Relations Code is excluded from this Agreement.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Janice Bradshaw
Executive Director

Denise Strookow
Bargaining Committee

Bill Richardson
Staff Representative

Signed this _____ day of _____, 2000.

APPENDIX 1 (A)
CLASSIFICATIONS AND HOURLY RATES OF PAY

CLASSIFICATION	CURRENT RATE	RATE UPON CERTIFICATION	EFFECTIVE OCTOBER 1, 1998
		(3%)	
Therapeutic Work Program Coordinator	13.65	14.06	14.06
Youth Program Coordinator	16.75	17.25	17.25
Volunteer Bureau/Assistant Shopping Program Coordinator	13.65	14.06	14.06
Crisis Line Coordinator	13.65	14.06	14.06
Youth Worker/Practitioner	13.65	14.06	14.06
Senior Accounting Technician *	15.00	N/A	15.00
Administrative Support	13.00	13.39	13.39
Therapeutic Work Prog. Worker	11.85	12.21	12.21
Day Care Supervisor **	14.00	14.42	14.42
Day Care Worker **	12.00	12.36	12.36
Child Care Worker	12.00	12.36	12.36
Accounting Technician	13.00	13.39	13.39
T.H. Adult Support Worker (<i>equivalent to an R.C.W.</i>)	11.50/12.25/12.76/ 13.40/15.14	11.85/12.62/13.14/ 13.80/15.59	14.45/15.59
CWWA Child Support Worker	15.14	15.59	15.59
T.H. and CWWA Child and Youth Support Worker	15.14	15.59	15.59
T.H. Women's Outreach Support Worker	15.75	16.22	16.22

* the Senior Accounting Technician position did not exist at the time of certification.

** the Day Care Supervisor, and the Day Care Worker classifications are new positions.

Dated: October 14, 1999

APPENDIX 1 (B)
CLASSIFICATIONS AND HOURLY RATES OF PAY

CLASSIFICATION	APR. 1, 2000	OCT. 1, 2000	APR. 1, 2001	APR. 1, 2002	APR. 1, 2003
		(2%)			
Therapeutic Work Program Coordinator	14.56	14.85	J.E.P.	J.E.P.	J.E.P.
Youth Program Coordinator	17.75	18.11	J.E.P.	J.E.P.	J.E.P.
Volunteer Bureau/Assistant Shopping Program Coordinator	14.56	14.85	J.E.P.	J.E.P.	J.E.P.
Crisis Line Coordinator	14.56	14.85	J.E.P.	J.E.P.	J.E.P.
Youth Worker/Practitioner	14.56	14.85	J.E.P.	J.E.P.	J.E.P.
Senior Accounting Technician *	15.50	15.81	J.E.P.	J.E.P.	J.E.P.
Administrative Support	13.89	14.17	J.E.P.	J.E.P.	J.E.P.
Therapeutic Work Prog. Worker	12.71	12.96	J.E.P.	J.E.P.	J.E.P.
Day Care Supervisor **	14.92	15.22	J.E.P.	J.E.P.	J.E.P.
Day Care Worker **	12.86	13.12	J.E.P.	J.E.P.	J.E.P.
Child Care Worker	12.86	13.12	J.E.P.	J.E.P.	J.E.P.
Accounting Technician	13.89	14.17	J.E.P.	J.E.P.	J.E.P.
T.H. Adult Support Worker (equivalent to an R.C.W.)	15.00/16.50	15.30/16.83	# 15.81/16.83	# 16.32/16.83	# 16.83
CWWA Child Support Worker	16.50	16.83	# 16.83	# 16.83	# 16.83
T.H. and CWWA Child and Youth Support Worker	16.50	16.83	# 16.83	# 16.83	# 16.83
T.H. Women's Outreach Support Worker	16.72	17.05	J.E.P.	J.E.P.	J.E.P.

Notes: T.H. denotes transition house
R.C.W. denotes residential care worker
J.E.P. denotes job evaluation plan

(#) These positions identified, will be evaluated by the "job evaluation plan" and the wage rate determined by the "job evaluation plan" will replace the wages indicated on this grid at the indicated times.

Dated: October 14, 1999

APPENDIX 2
EXPEDITED ARBITRATORS

It is understood that the arbitrators and expedited arbitrators named below shall be appointed on a rotating basis, commencing with the first expedited arbitrator named:

Judy Korbin
Joan Gordon
Emily Burke

APPENDIX 3
EMPLOYMENT SECURITY

(a) Employment Security Language

The following provisions shall be effective the date of ratification except that the income continuance provisions of section (f) will be effective October 1, 2000. Employees eligible for coverage under this provision will be determined by HLAA. Ineligible employees will retain the right to all other benefits of this Collective Agreement.

(b)

(1) Preamble

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace organization. The Parties agree to meet and exchange information with respect to such issues at the request of either Party.

(2) Purpose

The purpose of the following provisions is to maintain the principle of continuity of client care, to preserve job security, stabilize employment, and to protect as many regular employees as possible from loss of employment.

(3) Employment Security

All eligible Union members covered by this Agreement will be protected by employment security as set out in section (f).

(4) Enhanced Consultation

The Employer shall notify the Union of any proposed labour adjustment initiative in accordance with the general principles of enhanced consultation.

The Parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising therefrom may be accommodated. Specifically, the Parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

(c) Job Training

At the request of either the Employer or the Union, the Parties shall meet to discuss training programs for employees affected by technological change or new methods of operation; or who require general skills upgrading, which may include qualifying for new positions.

(d) Definition of Displacement

Any employee classified as a regular employee shall be considered displaced for the purposes of this document, when her/his services shall no longer be required as a result of exhausting collective agreement processes.

(e) Process

(1) In the event of reduction resulting from any restructuring, labour adjustment, downsizing initiative, or retendering of a Ministry contract, the Employer, together with the Unions, will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustments generally can be accomplished on a voluntary basis, by early retirement, transfer to another Employer, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

(2) Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the Collective Agreement; then

(i) the Employer shall issue displacement/layoff notices; then

(ii) the employee shall exercise bumping rights to a comparable job with the Employer; then

(iii) if there is no comparable job with the Employer, the employee may exercise bumping rights into a less than comparable job, or may opt to be placed on the regional placement list (registered with HLAA).

(3) The Parties agree that FTE reductions will not result in a workload level that is excessive or unsafe. The Parties acknowledge that a primary means of ensuring that FTE's can be reduced without resulting in an excessive workload or diminishing public access to needed health services is through utilization management.

(f) Employment Security

Displaced employees shall, following the expiration of their notice period under the Collective Agreement, retain employment security for a period of up to twelve (12) months during which time reasonable efforts will be made to place such employees into gainful employment. Displaced employees who refuse placement by the HLAA shall lose their HLAA registration and the employment security period will be terminated. This does not affect the employee's recall rights under the Collective Agreement.

October 1, 2000, the Employer from which a displaced employee is displaced shall pay the wages and benefits of the displaced employee for the duration of the employment security period. The HLAA shall reimburse the Employer for any portion of the employment security period in excess of six (6) months.

(g) Portability of Seniority

An employee on the placement list maintains and accrues seniority.

Employees hired with the new Employer, either through a transfer or off the placement list, will be dovetailed into the seniority list.

(h) Disputes

Disputes about the interpretation, application, or alleged violation of this Agreement shall be resolved in accordance with the HLAA dispute resolution process.

(i) Section 54 of the Labour Relations Code

The Parties agree that the present Agreement fulfills the requirements of Section 54 of the Labour Relations Code.

(j) Definitions

(1) A generally comparable job is defined as follows:

A job with the same Employer, another Employer in the Public Service, Public Sector or Community Sector which is within ten percent (10%) of the rate of pay the displaced employee was receiving at the time of displacement. The rate of pay means a comparison at the top step of the increment scale.

In calculating the ten percent (10%) differential, the Parties must include wages and the following benefits: medical, dental, extended health, group life and long term disability.

Where placement cannot be made by the expiration of the layoff note period, the problem shall be referred to the HLAA, which shall have the authority (after insuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "*generally comparable*" with respect to that employee in order to increase to potential placement opportunities.

(2) A "*region*" shall be as defined by HLAA.

LETTER OF UNDERSTANDING 1

RE: EMPLOYMENT SECURITY AS PER APPENDIX 4

The Employer commits that if Don Munroe's recommendation for "*Employment Security*", specifically "*E*" "*Transfer and Closure*" (points 1 – 4) are included in the "*BCGEU Womens' Sectoral*" Collective Agreement, it will be included in the Canadian Mental Health Association (East Kootenay)/BCGEU Collective Agreement in the same fashion.

MEMORANDUM OF UNDERSTANDING 1**GROUP RRSP**

With respect to the group RRSP in Article 23.8, in order to ensure the timely establishment and implementation of a group RRSP plan for the benefit of the employees in this sector, the Parties to this Agreement agree that Manulife Financial will act as the transitional plan administrator/fund manager for this member agency and their participating employees until the expiration of this Collective Agreement. This Agreement is on a “*without prejudice*” basis as to the final decision of the Parties as to the jointly agreed to plan carrier.

In order to facilitate an orderly and comprehensive review of all available options, the Parties shall establish a joint committee no later than October 1, 2000 to review the administration and performance of the group RRSP and assess all available options. The Parties shall have equal representation on the committee and shall develop terms of reference and review which are mutually acceptable. No later than the expiration of the Collective Agreement, the Parties shall agree to the selection of a mutually agreed upon carrier for the group RRSP.

MEMORANDUM OF UNDERSTANDING 2

BENEFITS CONTINUATION

The Employer agrees that Health and Welfare benefits will continue in force as they were prior to ratification of this Agreement (MSP/Dental/EHP/Life/LTD) until the applicable provision in the Collective Agreement comes into effect.

The Employer further agrees that any sick days and any employee sick hours accumulated up to the date of ratification will be credited to the individual employee sick time bank. The Employer also agrees the current vacation policy will remain in force until replaced by Article 17.

MEMORANDUM OF UNDERSTANDING 3
RESIDENTIAL CARETAKER

Job Description

Terms and conditions are as follows:

Hours of work will be based on twenty (20) hours per week. The rate of pay will be \$16.00 per hour (\$320./week) inclusive of all compensation for paid holidays. Pay will be biweekly.

Health and welfare benefits will be as per the Collective Agreement.

Wages to be reviewed by the Parties on November 1, 2000 and November 1, 2002.

On-site tenancy is a condition of employment. The employee will be responsible for paying the costs of accommodation. Continued tenancy depends upon employment.

RRSP provisions of the Collective Agreement will apply.

This position falls outside of all terms of reference of Appendix 4 and the Sectoral Job Evaluation Plan.

MEMORANDUM OF AGREEMENT 4
CONCERNING THE COLLECTIVE AGREEMENT

The Parties have concluded collective bargaining and agree that they will recommend ratification to their respective principals, the Collective Agreement containing only the articles as agreed to and as confirmed by the Parties September 28, 29, and 30, 1999; and

The Parties agree all proposals not agreed to are to be considered withdrawn and will form no part of the Collective Agreement; and

The Parties agree that all retroactive wage entitlements and adjustments to either wages or benefits will occur no later than three (3) weeks after the Employer is in receipt of the funds required for the adjustments(s) from the funding source; and

The Parties agree that the classifications covered by this Collective Agreement will be evaluated by the "*Sectoral Job Evaluation Plan*" to be developed between Community Social Services Employers' Association and the British Columbia Government and Service Employees' Union; and

The Parties agree that individuals employed in the classifications evaluation by the "*Job Evaluation Plan*", will be entitled to all increases in their wage rate in an amount equal to and on a date specified by the "*Job Evaluation Plan*"; and

The Parties agree, all employees of record, as of October 23, 1999, will be entitled to an increase to their wages of three percent (3%) of their hourly rate of pay, for all hours worked, effective the date of certification; and

The Parties agree, the date of certification will be May 3, 1996, except for the Transition House which was varied into the existing certification and will be deemed for the purpose of calculating retroactivity to be certified February 13, 1998, and further agree any employee who worked in more than one classification will have their retroactivity determined by the actual hours worked in each classification during the appropriate retroactive period; and

The Parties further agree that the wage grid will appear in and form part of the Collective Agreement.

Dated: October 14, 1999