

**COLLECTIVE AGREEMENT**

**between the**

**GREATER VICTORIA WOMEN'S SHELTER SOCIETY**

*(represented by CSSEA)*

**and the**

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

**Effective to March 31, 2003**

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**DEFINITIONS**

1. *"Basic pay"* means the hourly rate of pay negotiated by the Parties to this Agreement as specified in Appendix A, point 1.
2. *"Day"* means a calendar day unless otherwise specified.
3. *"Day of rest"*, in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on a leave of absence.
4. *"Employee"* means a member of the bargaining unit and includes:
  - (a) *"Regular Full-Time Employee"* - meaning an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts. A regular full-time employee is entitled to all the benefits outlined in this Agreement;
  - (b) *"Regular Part-Time Employee"* - meaning an employee who is appointed to a part-time position with an established part-time schedule and who works less than the number of hours constituting full-time employment.
  - (c) *"Auxiliary"* - meaning an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
    - (1) paid leave relief;
    - (2) unpaid leave relief;
    - (3) a temporary increase of workload; and
    - (4) a term appointment.
5. *"Term employee"* meaning an employee who is appointed to cover a position which is vacant due to illness or leave for more than one month, or a position created for a special program of a fixed term.

Where the term is anticipated to be longer than 6 months, the term employee will be entitled to coverage by the Employer's benefit plan, subject to the same qualifying requirements as regular employees.

Term employees are covered by the provisions of this Agreement, except the following Articles: 12, 13, 15, 16, 17, 18, 19, 22 & 25.

Term employees shall receive four percent (4%) vacation pay.
6. *"Employer"* means Greater Victoria Women's Shelter Society hereinafter referred to as the Employer or the Society.
7. *"Headquarters"* is defined as the Greater Victoria area.
8. *"Holiday"* means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.
9. *"Hours of Operation"* are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.

10. *"Lateral Transfer or transfer"* refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
11. *"Layoff"* is a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization. Where work becomes available, laid off employees will be recalled in accordance with Article 13 of this Agreement.
12. *"Leave of absence with pay"* means to be absent from duty with permission and without loss of pay.
13. *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
14. *"Partner"* means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with the employee.
15. *"Probation"*
  - (a) Probation for a regular full-time or regular part-time employee is a period equivalent to three (3) months worked immediately following appointment to a position;
  - (b) Probation for an auxiliary employee is:
    - (1) four hundred and fifty-five hours (455) worked at straight-time rate; or
    - (2) six (6) calendar months,whichever occurs first.
16. *"Resignation"* means a voluntary notice by the employee that she is terminating her service on the date specified.
17. *"Rest period"* is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
18. *"Travel status"* with respect to an employee means absence of the employee from her headquarters on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside her headquarters.
20. *"Union"* means the B.C. Government and Service Employees' Union.
21. *"Volunteer"* means a person who provides gratis labour.



## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

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

### 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 agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

### 1.3 Conflict with Regulations

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

### 1.4 Use of Terms

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

### 1.5 No Discrimination

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

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

## ARTICLE 2 - DEFINITION OF EMPLOYEES

(a) *Full-time employees* - A full-time employee is one who is appointed to a full-time position and is regularly scheduled to work full-time hours. A full-time employee is entitled to all the benefits outlined in this Agreement.

(b) *Part-time employees* - A part-time employee is one who is appointed to a part-time position and is regularly scheduled to work less than the number of hours constituting full-time employment.

Part-time employees shall be offered available relief work before auxiliary employees.

(c) Auxiliary employees

- (1) An auxiliary employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
  - (i) paid leave relief;
  - (ii) unpaid leave relief; and
  - (iii) a temporary increase of workload situations.
- (2) The Employer shall maintain a seniority list of auxiliary employees which shall be posted every three (3) months.
- (3) Auxiliary employees shall accumulate seniority after having worked thirty (30) days on the basis of all hours worked at straight time.
- (4) Auxiliary employees shall be called for work, provided they are qualified, in order of seniority.
- (5) Auxiliary employees shall lose their seniority if they refuse work on three (3) consecutive occasions in a three (3) month period or if they are on layoff for more than twelve (12) months.
- (6) Auxiliary employees are covered by the provisions of this Agreement, except the following Articles: 12, 13, 15, 16, 17, 18, 19, 22, and 26. Auxiliary employees will be covered by all applicable provisions of Statutes of British Columbia.
- (7) Auxiliary employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.
- (8) An auxiliary employee who is required to work on a paid holiday shall receive pay at time and one-half (12) for the hours worked on the paid holiday.

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Unit Defined

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

#### 3.2 Bargaining Agent Recognition

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

#### 3.3 Correspondence

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

### **3.4 No Other Agreement**

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

### **3.5 No Discrimination for Union Activity**

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

### **3.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by the Employer;
- (f) accompanying employees pursuant to Clause 11.7.

### **3.7 Bulletin Boards**

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

### **3.8 Union Insignia**

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

### **3.9 Time Off for Union Business**

- (a) Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
  - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body; or
  - (5) to representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer.
  - (6) to employees who are designated by the Union to sit as observers on interview panels.
- (b) Leave of absence granted under this Article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred.

### **3.10 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 appropriate legislation. Any employees 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.

### **3.11 Labour Code**

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

### **3.12 Emergency Services**

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

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Security**

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

**ARTICLE 5 - CHECK-OFF OF UNION DUES**

**5.1 Check-off of Union Dues**

- (a) The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing to the Union in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of the Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly and/or assessments dues payable to the Union by a member of the Union.

**ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint any new employee with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name of the new employee's steward in the letter of hiring. The employee's immediate supervisor will introduce her to the steward. The Employer agrees that a Union steward will be given an opportunity to interview each employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

**ARTICLE 7 - EMPLOYER'S RIGHTS**

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

## ARTICLE 8 - EMPLOYER/UNION RELATIONS

### 8.1 Representation

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

### 8.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### 8.3 Union Representatives

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

### 8.4 Joint Committee

- (a) At least every second month, the agenda for the Margaret Laurence House Working Committee Meeting shall include an item for discussion: *Joint Committee*. The Joint Committee item shall be in-camera for Employer and Union representatives.
- (b) 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 discussion.
- (c) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
  - (2) correcting conditions causing grievances and misunderstanding.

### 8.5 Technical Information

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

## ARTICLE 9 - GRIEVANCES

### 9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, shall be resolved in accordance with the following procedures:

### 9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, she shall not, where possible, act as a steward in respect of her own grievance, but shall submit the grievance through another steward or Union staff representative.

### 9.3 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 Article 9.4, must do so not later than thirty (30) days after the date:

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

### 9.4 Step 2

- (a) Subject to the time limits in Article 9.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member through the Union steward.
- (b) Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member 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.

### 9.5 Time Limit to Reply to Step 2

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

**9.6 Step 3**

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

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

**9.7 Time Limit to Reply at Step 3**

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

**9.8 Failure to Act**

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

**9.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or designate, may inform the Employer of his\her intention to submit the dispute to arbitration within:

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

**9.10 Amending of Time Limits**

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

**9.11 Deviation from Grievance Procedure**

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

**9.12 Dismissal or Suspension Grievance**

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



### **9.13 Policy Grievance**

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence.

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

### **9.14 Technical Objections to Grievances**

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

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### **10.2 Appointment of the Arbitrator**

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

### **10.3 Board Procedure**

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

### **10.4 Decision of Arbitrator**

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

### **10.5 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.

### 10.6 Expenses of Arbitrator

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

### 10.7 Amending Time Limits

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

### 10.8 Witnesses

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

### 10.9 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a Party intends to raise a preliminary objection;
- (8) demotions;
- (9) grievances pursuant to Article 28, 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 10.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.1 Procedure**

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

### **11.2 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 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 shall be given the reasons in writing, in the presence of a steward provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 11.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

### **11.3 Burden of Proof**

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

### **11.4 Right to Grieve Other Disciplinary Action**

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

### **11.5 Evaluation Reports (Performance Appraisals)**

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it within fourteen (14) days. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only

one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

#### **11.6 Personnel File**

- (a) An employee, in attendance with the President of the Union or his/her designate, shall be entitled to review an employee's personnel file, in the presence of a designated management representative, in order to facilitate the investigation of a formal grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.
- (c) An employee shall have the right to view her personnel file at any time and shall give the Employer adequate prior notice.

#### **11.7 Right to Have Union Representative Present**

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

#### **11.8 Abandonment of Position**

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

#### **11.9 Probation for Newly Hired Employees**

- (a) All new employees will be subject to a probationary period equivalent to three (3) months worked as based on the normal hours of work of a full-time regular employee. If required, the Employer may extend the probationary period for a further period not to exceed three (3) months. In no case shall an employee's probation exceed a period of six (6) months.
- (b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment in the position to which she has been appointed.
- (c) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure in Article 9 of this Agreement commencing at Step 3.

## ARTICLE 12 - SENIORITY

### 12.1 Seniority Defined

- (a) "*Seniority*" means an employee's length of service with the Employer. Employees shall be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this Agreement. All employees shall accumulate seniority on the basis of hours worked.
- (b) When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### 12.2 Seniority List

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

### 12.3 Loss of Seniority

- (a) An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days duration. An employee shall continue to accrue seniority if she is absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred in the course of her duties with the Employer. An employee shall lose her seniority only in the event that:
  - (i) she is discharged for just cause;
  - (ii) subject to 12.5, she voluntarily terminates her employment or abandons her position;
  - (iii) she is on layoff more than one (1) year;
  - (iv) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days;
  - (v) she is permanently promoted for an excluded position and has passed probation.
- (b) An employee shall continue to accrue seniority if she is absent from work with pay or in the event that:
  - (i) she is being compensated by the Workers Compensation Board;
  - (ii) she is being compensated by ICBC for an injury or illness incurred during employment with the Employer;
  - (iii) she is on leave in accordance with Article 20;
  - (iv) she is on leave of absence for an elected or appointed position in the Union or any body to which the Union is affiliated.

## 12.4 Re-employment

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

## 12.5 Bridging of Service

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

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

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Definition of Layoff

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

### 13.2 Layoff

- (a) Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in reverse order of seniority. An employee affected by a layoff may bump an employee who has less seniority provided she has the necessary qualifications and ability to fill the position and that the change would not constitute a promotion.
- (b) Bumping rights must be exercised within ten (10) days of notification of layoff by providing written notice to the Employer.
- (c) It is understood that the employee who bumps shall receive the rate of pay for the new position.

### 13.3 Recall

- (a) Employees on layoff shall be recalled in order of their seniority, provided they are qualified to perform the available work.
- (b) The recall period shall be twelve (12) months.

### 13.4 Advance Notice

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

- (a) one (1) week's notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

### **13.5 Grievances on Layoff and Recall**

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

### **13.6 Pre-Layoff Canvass**

Where the Employer identifies to the Union a need to proceed with a layoff of employees pursuant to Article 13, the Employer may, prior to the layoff of employees under Article 13, canvass any employee or group of employees within the area identified for reduction.

### **13.7 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall, provided they are qualified to perform the available work.

### **13.8 Volunteer Gratis Labour**

It is agreed that volunteers will be supernumerary to the positions in the bargaining unit and that the use of volunteers will not result in the layoff or prevent the recall of employees.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Definitions**

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

### **14.2 Hours of Work**

The normal hours of work for a regular full-time employee will be thirty-five (35) hours a week and seven (7) hours a day.

### **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 minimum of four (4) hours, but not more than six (6) hours, shall receive one (1) rest period during such work period.
- (c) Rest periods shall be taken without loss of pay to the employees.

#### 14.4 Flextime/Work Period

- (a) For the purposes of this Agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
  - (1) choose their starting and finishing times with needs of program in mind; and
  - (2) choose their length of work day within a stated maximum number of hours, subject to meeting the required hours of work in accordance with this Agreement, through a specified averaging period.
- (b) The full-time employee on flextime 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 the hours of absence.
- (c) The averaging period for those employees on flextime shall be seventy (70) hours per two (2) week period.
- (d) The work day for those employees on flextime shall not exceed ten (10) hours.
- (e) split work periods will be worked on a voluntary basis.

### ARTICLE 15 - OVERTIME

#### 15.1 Overtime Entitlement

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

#### 15.2 Recording of Overtime

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

#### 15.3 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates, subject to (b) below:
  - (1) time and one-half (1½x) for the first three (3) hours of overtime; and
  - (2) double time (2x) thereafter.
- (b) Staff meetings, organizational development workshops and meetings shall be considered as time worked and compensated at straight-time rates.
- (c) The employee shall, by mutual agreement with the Employer, schedule compensating time off in lieu of being paid within sixty (60) days of overtime earned. If such time cannot, for operational reasons, be scheduled within sixty (60) days, the employee will be paid for the overtime worked.

#### 15.4 No Layoff to Compensate for Overtime

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



**15.5 Right to Refuse Overtime**

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

**15.6 Overtime for Part-time Employees**

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

**15.7 Authorization and Application of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.

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

**ARTICLE 16 - HOLIDAYS****16.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

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

**16.2 Holiday Falling on Saturday or Sunday**

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

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

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

**16.4 Holiday Falling on a Work Day**

An employee who is required to work on a designated holiday which is a scheduled work day 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 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.

**16.7 Paid Holiday Pay**

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

**16.8 Religious Holidays**

An employee shall have the option of working Boxing Day and 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 premium pay pursuant to Article 16.4 on Boxing Day and Easter Monday and shall provide at the beginning of the year the dates of the two (2) holidays they intend to observe.

**ARTICLE 17 - ANNUAL VACATIONS****17.1 Definitions**

"*Vacation year*" - for the purposes of this Article a vacation year shall commence on the employees' anniversary date of hire.

Paid annual vacations shall be earned as follows:

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

<b>Vacation Year</b>	<b>Entitlement</b>
1 year continuous service .....	15 work days (6%)
2 years continuous service.....	15 work days (6%)
3 years continuous service.....	16 work days (6.4%)
4 years continuous service.....	17 work days (6.8%)
5 years continuous service.....	18 work days (7.2%)

6 years continuous service.....	19 work days (7.6%)
7 years continuous service.....	22 work days (8.8%)
8 years continuous service.....	23 work days (9.2%)
9 years continuous service.....	24 work days (9.6%)
10 years continuous service .....	25 work days (10%)
11 years continuous service .....	26 work days (10.4%)
12 years continuous service .....	27 work days (10.8%)
13 years continuous service .....	28 work days (11.2%)
14 years continuous service .....	29 work days (11.6%)
15 years continuous service .....	30 work days (12%)
16 years continuous service .....	31 work days (12.4%)
17 years continuous service .....	32 work days (12.8%)
18 years continuous service .....	33 work days (13.2%)
19 years continuous service .....	34 work days (13.6%)
20 years continuous service .....	35 work days (14%)

- (b) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro-rata basis as above.
- (c) Employees must complete their probationary period before they are entitled to take vacation.
- (d) Should an employee's employment terminate prior to the end of the vacation year any unearned vacation taken shall be paid back to the Employer and can be deducted from the employee's final paycheque.

### **17.2 Vacation Credits Upon Death**

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

### **17.3 Vacation Carryover**

An employee may carry over up to five (5) days vacation leave per year except that such vacation carry over shall not exceed ten (10) days at any time. An employee shall not receive cash in lieu of vacation except upon retirement or termination.

### **17.4 Vacation Schedules**

- (a) Employees shall submit their vacation requests to the supervisor on or before:
  - (1) December 1st for the period January 1st through April 30; and
  - (2) April 1st for the period May 1st through December 31st.
- (b) An employee who does not exercise her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

### **17.5 Vacation Preferences**

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority.
- (b) An employee shall be entitled to receive her vacation in unbroken periods of up to four (4) weeks on each occasion. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other

"first" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

(c) Regular vacations shall have priority over vacation time carried over under the provisions of 17.3.

#### **17.6 Prime Time Vacation Period**

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

#### **17.7 Vacation Schedule Changes**

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.

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

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

#### **17.9 Call Back on Vacation**

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

#### **17.10 Vacation Pay**

Upon twenty-one (21) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of her regular paycheque issued during the vacation period.

### **ARTICLE 18 - SICK LEAVE**

#### **18.1 Sick Leave Entitlement**

A regular full-time employee shall earn paid sick leave at the rate of fourteen (14) hours per month. Regular part-time employees shall be entitled to sick leave credits on a pro-rata basis. Sick leave shall accumulate to a total of sixty (60) working days. There shall be no pay out on unused sick leave.

\* October 1, 2002 - accrue sick time to maximum 156 days.

#### **18.2 Employee to Inform Employer**

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

### 18.3 Proof of Illness

An employee may be required, at the time of return to work, to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that she was unable to carry out her duties due to illness. Where it appears that an employees sick leave utilization is excessive, the employee may be required to submit additional medical documentation.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Bereavement Leave

- (a) In the event of the death of a partner, son, daughter, mother, father, foster parent, legal guardian, legal ward, sister, sister-in-law or equivalent, brother, brother-in-law or equivalent, mother-in-law or equivalent, father-in-law or equivalent, grandparents, grandchildren, step-parent, step-child, foster-child or relative permanently residing in the employee's household or with whom the employee permanently resides, employees are entitled to compassionate leave of five (5) working days at their regular rate of pay, and up to an additional two (2) working days for travelling time, if needed.
- (b) In recognition of spiritual and cultural differences, employees may request to take their compassionate leave at a later date to accommodate a special ceremony.
- (c) Reasonable effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) At the discretion of the Employer, in the event of the death of a woman or child who has used the services of the Society, an employee may be given the opportunity to attend the funeral or service without loss of pay.

### 19.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at her regular rate of pay for the following as of April 1, 2002:
  - (1) marriage or commitment ceremony of the employee - three (3) days per year;
  - (2) serious household or domestic emergency - two (2) days per year;
- (b) Two weeks' notice is required for leave under Clause 19.2(a) (1).
- (c) For the purpose of Article 19.2, leave with pay will be only for the work day on which the situation occurs.

### 19.3 Family Illness

In the case of illness or hospitalization of an immediate family member residing in the employee's household, the employee shall be entitled, after notifying the Employer, to access Sick Leave Entitlement up to a maximum of thirty-five (35) hours per year.

### 19.4 Full-time Union or Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;

- (b) for employees selected for a 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.

### 19.5 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.
- (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 a regular or auxiliary employee in her official capacity shall be at her regular rate of pay.
- (d) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her 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 supervisor as soon as she is aware that such leave is required.

### 19.6 Elections

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

### 19.7 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.

- (b) *Unpaid Leave*

Requests for unpaid short term or long term leaves of absence will be made in writing to the Employer. The Employer will make reasonable effort to comply with a request for unpaid leave, with due regard to operational requirements.

Before any leave of absence (other than sick, family, or compassionate leave) is taken, all accumulated flex time and vacation time will be used.

Extended leave of absence will not exceed one (1) year, nor will the employee accumulate benefits after the first month.

- (c) *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 one hundred and forty hours (140) in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of one hundred and forty hours (140) in any calendar year, subject to carrier requirements, 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. This payment may be by way of post dated cheques.

### **19.8 Course Leave**

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

### **19.9 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 20 - MATERNITY AND PARENTAL LEAVE**

Employees who have completed six (6) months of continuous employment are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall inform the Employer in writing of the length of leave intended to be taken.

### **20.1 Maternity Leave**

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

### **20.2 Parental Leave**

- (a) Upon application, an employee shall be granted leave of absence for up to twelve (12) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:

- (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 20;
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child;
  - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (c) If the new-born child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

### **20.3 Leave Without Pay**

All leave taken under Article 20 is leave without pay.

### **20.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 20.1 and 20.2 in respect of the birth or adoption of any one child shall not exceed thirty-two (32) weeks, except as provided under Article 20.1(e). Where an employee is granted total maternity leave under Articles 20.1(a) and 20.1(e) of greater than thirty-two (32) weeks, the employee shall not be entitled to parental leave under Article 20.2.

### **20.5 Return from Leave**

On return from leave, an employee shall be placed in her former position. Where the former position does not exist, she will be placed in a position of equal rank and basic pay.

### **20.6 Benefit Plan**

The Employer agrees to pay premiums and maintain coverage for health and welfare benefits while an employee is on maternity or parental leave.

### **20.7 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced unless she advised the Employer of her intent to return to work one (1) month prior to the expiration of the leave or if she does not return to work after having given such notice.

### **20.8 Sick Leave Credits**

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



## 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, 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 are maintained in a safe and clean condition.

### 21.3 Safety Committee

(a) The Parties agree that a Joint Occupational Health and Safety Committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee will meet during the Margaret Laurence House Working Committee meeting to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

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

(c) The Safety Committee shall review and make recommendations to ensure that the use of Video Display Terminals complies with regulations and standards established by the WCB.

### 21.4 Unsafe Work

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

### 21.5 Workplace Aggression

The Employer recognizes and supports the right of workers to work in an environment free of violence. The Employer will take any action necessary regarding an aggressor in order to ensure a safe workplace.

The Health and Safety Committee will develop policy and procedures to minimize the risk of violence to employees.

Violence is defined as the use or attempted use of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that she or he is at risk of injury.

Employees who, in the course of their duties, may be exposed to the risk of violence shall receive training at the employer's expense. This training will include the means of recognition of the potential for violence, the relevant policies and procedures, the appropriate response to incidents of violence, including how to obtain assistance, and procedures for reporting, investigating and documenting incidents of violence. The Employer shall provide the employee with pertinent information relative to the potential for experiencing violence within any particular workplace.

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

Where a transfer is not possible, the employee will be placed on leave of absence with pay or the aggressor will be removed from the workplace.

Where repeated incidents of violence 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 shift without deduction from sick leave.

### **21.7 Transportation of Accident Victims**

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

### **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.

### **21.10 Communicable Diseases**

The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.

- (a) The Employer shall, in consultation with the workplace health and safety committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.
- (b) Where the Employer is aware of a client or resident with a communicable disease the Employer shall inform all employees who may have contact with the client or resident of the inherent risk of the Communicable disease.
- (c) The Employer shall provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.
- (d) Where the local Medical Health Officer determines that vaccination is required, such vaccination shall be made available on a voluntary basis to all employees who may be at risk of contracting the disease, at the Employer's expense.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.1 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.

## **22.2 Advance Notice**

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

## **22.3 Discussions**

Within fourteen (14) days of the date of the notice under Clause 22.2 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.

## **22.4 Employment Protection**

A regular employee who is displaced from her job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the Job Posting procedures forming part of this Agreement. An employee may not receive both severance pay and a training period of work at a new position.

## **22.5 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.

## **22.6 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 23 - PROMOTIONS AND STAFF CHANGES**

## **23.1 Job Postings**

When a vacancy of a regular nature is to be filled inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of ten (10) calendar days so that all members will know about the vacancy or new position.

### **23.2 Information in Postings**

Such notice shall contain the following information: nature of position, qualification, required knowledge and education, skills, wage or salary rate or range, and whether the employee is required to use her automobile in the performance of her duties. Such qualifications may not be established in an arbitrary or discriminatory manner.

### **23.3 Appointment Policy**

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

### **23.4 Trial Period**

When a vacancy is filled by an existing regular employee, conditional on satisfactory service, the employee shall be declared permanent after a period of three (3) calendar 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 wishes to return to her former position, she shall be returned to her former job classification and wage/salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority.

### **23.5 Notification to Employee and Union**

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

### **23.6 Right to Grieve**

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

### **23.7 Vacation Letters**

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

## **ARTICLE 24 - CAREER DEVELOPMENT**

### **24.1 General Skill Upgrading**

It is the intent of this Article that, subject to available funding, employees shall be encouraged through the granting of leave and provision of allowances to enrol in programs which will enhance their professional contribution to the Program.

## 24.2 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 or without 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.

## 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 accompany the paycheque for each period.
- (c) See Memorandum of Understanding #2 re: Site Coordinator

### 25.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties of this Agreement. The applicable rates of pay are recorded as Appendix A to this Agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

### 25.3 Reclassification of Position

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

### 25.4 Mileage Allowance

An employee required to use their personal vehicle in the performance of their duties shall be paid an allowance of thirty-five (35) cents per kilometre.

### 25.5 Meal Allowance

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters:

	Effective Oct. 1, 1999	Effective Oct. 1, 2000
Breakfast	\$ 7.00	\$ 8.50
Lunch	8.00	10.50
Dinner	16.00	19.25

## ARTICLE 26 - HEALTH AND WELFARE

### 26.1 Eligibility

(a) 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 his/her probation period with a maximum of a three month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 15 regular hours or more per week.

#### *Termination*

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance, which shall terminate 31 days following the date of the employee's termination.

#### *Definition of Spouse and Other Dependants*

"*spouse*" - includes husband, wife and common-law spouse.

"*Common-law spouse*" - means two people who have co-habitated as spousal partners for a period of not less than one year.

"*Dependent child*" - for the purpose of benefits coverage, means unmarried children until the end of the month in which they attain the age of 19 years of age if they are mainly dependent on, and living with the employee or their spouse. Coverage may be extended to age 25 where the dependant child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or his/her spouse.

(b) Basic Medical Insurance

All regular employees and all regular part-time employees shall be covered by the B.C. Medical Plan. The employer will pay 100% of the premium.

### 26.2 Group Life and Accidental Death and Dismemberment Plans

(a) All eligible employees shall be covered by Group Life and Accidental Death and Dismemberment Plans.

(b) The plan shall provide \$10,000 coverage (effective April 1, 2001 - \$25,000; October 1, 2002 - \$50,000) until the age of 65. After the age of 65, the amount of coverage shall decrease to \$5,000 (effective April 1, 2001 - \$12,500; October 1, 2002 - \$25,000) until the age of 70, at which time the group insurance coverage will cease.

(c) The benefits will be paid in accordance with the provisions of the plan contract.

(d) The Employer will pay one hundred percent (100%) of the premium.

### 26.3 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) 1% of regular earnings; or
- (2) 2% of regular earnings; or
- (3) 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 October 1, 2000, participation in the group RRSP for employees will be mandatory.

The parties to this agreement agree that Manulife Financial will be the administrator/fund manager until the expiration of this Collective Agreement.

#### **26.4 Extended Health Benefits**

(a) Eligible employees shall be covered by an extended Health Benefits Plan.

(b) The benefits will be paid in accordance with the Plan contract.

(c) The Employer will pay one hundred percent (100%) of the premium. 80% eligible expenses - \$25 deductible. April 1, 2002 - vision care \$225 every 24 months, and hearing aids \$600 every 48 months.

#### **26.5 Dental Plan**

The Employer shall pay 100% of the premium for eligible employees.

PART A - eighty percent (80%) coverage

Effective April 1, 2000, Plan A - 100% coverage; Plan B - 50% coverage.

Effective October 1, 2002:

PART A - one hundred percent (100%) coverage

PART B - sixty percent (60%) coverage

PART C - sixty percent (60%) coverage

#### **26.6 LTD - Health Facility Sector Plan**

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. Enrolment 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 any time. 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 (1) percent of the employee's basic earnings.

Effective April 1, 2003, the full cost of premiums will be assumed by the Employer and membership in the plan will be mandatory. This may occur at an earlier date if the experience of the Health Benefit Trust is that demonstrable savings are identified during the term of the collective agreement and/or projected 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 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.

April 1, 2000 - Cost shared, optional participation.

October 1, 2002 - 100% Employer paid and membership in Plan is mandatory.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.1 Damage to Personal Property**

Where an employee produces reasonable proof that personal possessions are damaged by 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.

### **27.2 Supply and Maintenance of Equipment**

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

### **27.3 Indemnity**

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

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

### **27.4 Contracting Out**

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



### **27.5 Personal Duties**

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

### **27.6 Client Confidentiality**

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

### **27.7 Copies of Agreement**

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

## **ARTICLE 28 - HARASSMENT**

### **28.1 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Both males and females can be sexually harassed by members of either sex.

## 28.2 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
  - (1) physical threats or intimidation;
  - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (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.

## 28.3 Harassment Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member in writing within fifteen (15) days of receipt of the complaint. The Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassed may be transferred with her written consent.

(g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Employer Representatives on the Margaret Laurence House Working Committee or if appropriate, any other Board Member's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

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

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

(i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(j) This clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Code. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

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

## **ARTICLE 29 - TERM OF AGREEMENT**

### **29.1 Duration**

This Agreement shall be binding and remain in effect until midnight March 31, 2003.

### **29.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after January 1, 2003, and in any event, not later than midnight, January 31, 2003.

(b) Where no notice is given by either Party prior to March 31, 2003, both Parties shall be deemed to have been given notice under this Article on March 31, 2003, and thereupon Article 29.3 applies.

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

### **29.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 29.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **29.4 Changes in Agreement**

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

**29.5 Effective Date of Agreement**

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

**29.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Ludgard De Decker, Board Member

\_\_\_\_\_  
Linda Marcinkiewicz , Bargaining  
Committee Chair

\_\_\_\_\_  
Sally Walker, Board Member

\_\_\_\_\_  
Cheryl Jones, Bargaining Representative

\_\_\_\_\_  
Tracy Norman, Human Resources and  
Labour Relations Consultant, Community  
Social Services Employers' Association

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

## APPENDIX A - RATE OF PAY

Classification	Aug 13/97	Oct 1/99	Oct 1/00	Oct 1/00	Oct 1/01	Oct 1/02
Counsellor	19.51	20.01	20.41	*	*	*
Casual Counsellor	18.00	18.50	18.87	*	*	*
Site Coordinator	15.00	15.50	15.81	*	*	*

**\* Equity Adjustments and Job Evaluation**

There will be equity adjustments effective as follows:

- October 1, 2000 2.5% of straight time salary payroll
- October 1, 2001 2.5% of straight time salary payroll
- October 1, 2002 2.5% of straight time salary payroll

The wage rates will be determined as a result of the job evaluation plan as specified in the Munroe Recommendations.

**SIGNED ON BEHALF OF  
THE UNION:**

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\_\_\_\_\_  
George Heyman, President

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Ludgard De Decker, Board Member

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Linda Marcinkiewicz, Bargaining Committee

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Sally Walker, Board Member

\_\_\_\_\_  
Cheryl Jones, Bargaining Representative

\_\_\_\_\_  
Tracy Norman, Human Resources and  
Labour Relations Consultant, Community Social  
Services Employers' Association

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

MEMORANDUM OF UNDERSTANDING #1

Re: Article 18 - Sick Leave

The Employer recognizes the emotional impact of this work at Margaret Laurence House and accepts the use of sick leave for emotional stress.

SIGNED ON BEHALF OF  
THE UNION:

SIGNED ON BEHALF OF  
THE EMPLOYER:

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
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Cheryl Jones, Bargaining Representative

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Tracy Norman, Human Resources and  
Labour Relations Consultant, Community Social  
Services Employers' Association

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

**MEMORANDUM OF UNDERSTANDING #2**

**Re: Site Coordinator**

1. Article 25.1 Payment of Wages - the Site Coordinator is to be paid on a monthly basis.
2. The Site Coordinator is eligible for all benefits in the Collective Agreement on a pro-rated basis.
3. Susan Shanks will receive benefits under Article 26 on a pro rated basis for the duration of her employment at G.V.W.W.S.

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Labour Relations Consultant, Community  
Social Services Employers' Association

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

**MEMORANDUM OF UNDERSTANDING #3**

**Superior Benefit - Linda's Vacation**

On a without prejudice to any other negotiations basis, it is agreed, on an incumbent only basis, that Linda shall retain her current entitlement of twenty (20) vacation days until the Munroe Recommendations meet or exceed.

**SIGNED ON BEHALF OF  
THE UNION:**

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Tracy Norman, Human Resources and  
Labour Relations Consultant, Community  
Social Services Employers' Association

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000



**MEMORANDUM OF UNDERSTANDING #4**

**EMPLOYMENT SECURITY**

As per the Community Social Services mediated settlement by Donald Monroe, May 28 & 29, 1999, Employment Security on April 1, 2001 comes into effect, with a wage and benefit guarantee with priority placement for twelve (12) months following layoff.

The above is at the main table still under discussion.

When this issue is decided at the main table, any and all implementations will be forthcoming to employees at Greater Victoria Women's Shelter Society.

**SIGNED ON BEHALF OF  
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Ludgard De Decker, Board Member

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Committee Chair

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Sally Walker, Board Member

\_\_\_\_\_  
Cheryl Jones, Bargaining Representative

\_\_\_\_\_  
Tracy Norman, Human Resources and  
Labour Relations Consultant, Community  
Social Services Employers' Association

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000

**LETTER OF UNDERSTANDING**  
**JOB SHARING**

This provision becomes effective upon ratification of this Agreement.

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

**DEFINITIONS**

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

**CRITERIA**

Job sharing proposals may be considered where:

- (a) One of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed the probationary period. The second partner must have completed the probationary period and must be in the same job classification. both partners must be performing their current positions satisfactorily; or
- (b) Two (2) partners as described in (a) above apply for one (1) full-time regular posted vacancy, as one (1) application, and both are selected as the successful candidates for the position in accordance with the factors set out in Article 23.3. Disputes regarding selection decisions made with respect to applications submitted in accordance with this clause shall be resolved pursuant to Articles 8 and 9 of this Collective Agreement.

**PROCEDURES FOR JOB SHARING PROPOSALS**

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

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

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

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

Approval of the job-sharing arrangement is at the discretion of the Employer. The job-sharing proposal will be reviewed and a copy of the Employer's decision will be sent to the Union. Any objections to the decision must be referred to the Labour-Management Committee within fifteen (15) days for discussion and attempted resolution. The Parties agree that pursuant to Article 8.4, the Labour-Management Committee is the final avenue for appeal of a denied job-sharing proposal. If approved, the job-sharing arrangement will be confirmed in writing by appointing the job-sharing partners as regular part-time employees. Appointment is subject to the applicable Collective Agreement provisions. Acceptance of the appointment by the partners must be in writing. The appointment letter shall indicate that the employee's hours may temporarily be increased up to full-time, if required and with as much notice as possible, to cover the other partner's absence of one (1) week or greater.

#### **TERMS AND CONDITIONS**

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

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

(a) The Employer may, upon thirty (30) days notice, terminate a job-sharing arrangement. Notification of the termination will be given to the job-sharing partners and the BCGEU Staff Representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 23 of the Collective Agreement.

(b) Either job-sharing partner may, upon thirty (30) days notice, terminate the job-sharing arrangement. Notification of the termination will be given to the Employer and the BCGEU Staff Representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 23 of the Collective Agreement.

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

obtain an approved job-sharing arrangement. In that case, the position will revert to full-time status and be posted in accordance with Article 23 of the Collective Agreement.

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

**SIGNED ON BEHALF OF  
THE UNION:**

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000