

COLLECTIVE AGREEMENT

between the

**SALVATION ARMY
VICTORIA ARC AND VICTORIA SANRO**

and the

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

Effective from April 1, 1999 to March 31, 2003

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DEFINITIONS

"Basic pay" - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix A.

"Continuous service" - means uninterrupted regular full-time or regular part-time employment with the Employer.

"Day", "Week", "Month", "Year" - means a calendar day, week, month, year unless otherwise specified in this Agreement.

"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 his/her position. This does not include the days the employee is on leave of absence.

"Dependent" - an employee's spouse, legal or common-law, an unmarried person who is your natural child; or an adopted child, step-child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than 19 years of age; or 19 years but younger than 25 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or 19 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the Contract, provided the child was covered under the Collective Agreement as a dependent on the day prior to his or her 19th birthday and remains dependent on you for support.

"Employee" - means a member of the bargaining unit who is:

- (a) *"probationary employee"* - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and eighty-eight (488) hours.
- (b) *"regular employee"* - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) *"casual employee"* - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (1) paid leave relief
 - (2) unpaid leave relief
 - (3) temporary increase of workload

A casual employee is only entitled to the benefits set out in Appendix B.

(d) *"full-time regular employees"* - full-time regular employees are regularly scheduled employees who work a minimum of thirty-five (35) hours per week on a continuing basis.

(e) *"temporary employees"* - temporary employees are employees hired for a specified period of up to twelve (12) months, except where such period is extended by agreement of the parties. If a temporary employee subsequently becomes a regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

"Employer" - means Salvation Army Addictions and Rehabilitation Department, 525 Johnson Street, and Salvation Army Recycling Centre, 3948 Quadra Street, Victoria, BC.

"Holiday" - means the twenty-four (24) period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

"Layoff" - means 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.

"Resignation" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

"Rest Period" - means 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.

"Seniority Unit" - means for the purposes of Layoff and Recall only, the following are identified as separate seniority units for the facilitation of bumping rights:

1. Centre (525 Johnson Street, Victoria, B.C.)
2. Warehouse (3948 Quadra Street, Victoria, B.C.)

"Spouse" - means a person of the opposite sex to whom the employee is legally married or a common-law relationship and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

"Union" - means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union to maintain a harmonious and mutually beneficial relationship between the Employer and all employees of the bargaining unit and to set out the terms and conditions of employment for all employees included in the bargaining unit.

(b) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Employer and the Union agree to maintain such an environment.

1.2 Future Legislation

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

1.3 Conflict With Regulations

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

1.4 Singular and Plural

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

1.5 Human Rights Code

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certificate issued by the appropriate legislative body on March 20, 1990 and July 20, 1990.

2.2 Bargaining Unit Defined

- (a) The B.C. Government and Service Employees' Union bargaining unit shall be all employees employed at and from the Centre (525 Johnson Street, Victoria, B.C.) and the Warehouse (3948 Quadra Street, Victoria, B.C.), except Thrift Shop employees and excluded Managers.
- (b) For the purposes of this Agreement, the excluded Managers shall include:

ARC

Executive Director
 Assistant Executive Director
 Office Manager/Administrative Secretary to the Executive Director
 CRF/C&JS Director
 Manager Residence & Purchasing
 Assistant Financial Systems/Computer Systems Tech.
 Manager Financial Systems
 Assistant Officer
 Spouses of Executive Director (& Assistant Officer)
 Manager - Pastoral Care and Client Services
 Manager Environmental Services
 Manager Special Services/Human Resources
 Manager Food Services
 C&JS Worker
 Assistant - Pastoral Care and Client Services

VRC

Executive Director
 Operations Manager
 Secretary to Operations Manager
 Accountant
 Spouse of Operations Manager
 Retail Manager (previously Coordinator of Thrift Store Operations)
 Warehouse Manager

2.3 Bargaining Unit Work

Management exclusions, listed in Clause 2.2 above shall not be assigned to perform work normally performed by bargaining unit employees, except;

- (a) in cases of emergency caused by fire, flood, earthquake or other such disasters; or

- (b) to overcome short-term personnel or operational matters of an urgent nature; or
- (c) in cases of training; or
- (d) in cases of quality control checks.
- (e) it is understood that the current practice respecting counselling and instructing, in place on December 16, 1991, and the filling in of breaks being carried out by management exclusions, shall continue.

It is agreed that the above provisions do not preclude management exclusions from carrying out pastoral care of clients.

2.4 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 his/her designate.

2.5 No Other Agreement

The Employer will not require and the Union will not authorize any employee who is covered by this Agreement to make a written or oral agreement with the Employer which is in conflict with the terms of this Agreement.

2.6 Recognition and Rights of Stewards

- (a) 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.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor.
- (d) The duties of the stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer;
 - (4) attending meetings at the request of the Employer.

2.7 Employer Designates

The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

2.8 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union within the Centre and the Warehouse facilities. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.9 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to furnish to the Employer at least one Union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.10 Right to Refuse to Cross Picket Line

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal strike or lockout as defined in the relevant labour legislation in B.C. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.
- (c) The Union agrees to notify the Employer as soon as possible of the existence of such picket line as referred to in (a) or (b) above.
- (d) The Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

2.11 Time Off for Union Business

(a) *Without Pay*

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or a tribunal pursuant to the relevant labour statutes of British Columbia.

Requests for leave for the purposes of paragraph (1), (2), and (3) above shall be given ten (10) working days in advance of the dates requested. It is understood that there may be occasions when the ten (10) day rule cannot be applied because of exceptional circumstances. It is understood that operational requirements may necessitate the refusal for such leaves of absences. Leaves for purposes in (1), (2), and (3) shall not be unreasonably withheld.

(b) *With Pay*

- (1) When negotiations are conducted during the regularly scheduled working hours, leave of absence without loss of basic pay and without loss of seniority will be granted to two (2) employees for up to and including four (4) days each who serve on the BCGEU Bargaining Committee, in order to carry on contract negotiations with the Employer.
- (2) Should negotiations occur on a day when the Bargaining Committee member was regularly scheduled to work, however, on a shift other than the one scheduled for the committee member, the committee member shall be permitted to absent herself/himself from work to attend negotiations without loss of basic pay in accordance with (b)(1) above.

To facilitate the administration of this section when leave of absence without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and

benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on March 20, 1990 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 March 20, 1990, shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee.

ARTICLE 4 - CHECK OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the semi-monthly wages or salary of an employee who is a member of the Union any assessments levied in accordance with the Union constitution and/or bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names, social insurance numbers as well as classification of those bargaining unit 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 Sections (a) or (b) of this 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 this 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 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 employees 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 monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

- (i) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of Union dues or other monies as described in Clauses (a) and (b) above.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of the steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward. Where operational requirements permit, the Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER RIGHTS

The Union acknowledges that the management, control, direction, discipline and efficiency of the workforce is retained by the Employer except as this Agreement otherwise specifies.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 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 representatives.

7.2 Union Bargaining Committee

A Union Bargaining Committee shall consist of up to two (2) members of the bargaining unit plus the President of the Union, or his/her designate.

7.3 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 subject to advance approval from the Employer being obtained in each case.

7.4 Technical Information

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

ARTICLE 8 - GRIEVANCES

8.1 Preamble

It is the mutual desire of the parties that complaints and grievances shall be addressed as quickly as possible. It is understood that a complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint.

8.2 Grievance Procedure

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

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

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

8.3 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The employee making a complaint shall have the right to have the steward present at such a discussion.

Should an employee have a complaint, the employee will meet and discuss such complaint with the immediate supervisor in an effort to resolve the complaint. This discussion will take place not later than five (5) working days from the date the employee became aware of the event causing the complaint.

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

8.4 Time Limited to Present Initial Grievance

Should a complaint be unresolved, it may be submitted in writing by the employee to the immediate supervisor. An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.5, must do so no later than ten (10) working days after the date:

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

8.5 Step 2

- (a) Subject to the time limits in 8.4, the employee, the President of the Union or his/her designate 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 infringed upon or alleged to have been violated, and the remedy or correction required; and

- (3) transmitting this grievance to the designated local supervisor or his/her designate through the Union official;
- (4) the Local designated supervisor shall provide the Union with a receipt stating the date on which the grievance was received.

The parties, including the aggrieved, shall meet to investigate and attempt to resolve the grievance.

- (b) The designated local supervisor shall reply in writing to the grievance within five (5) working days.

8.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the grievance may be submitted to the Executive Director or his designate within ten (10) working days of the decision being received from the designated local supervisor.

Within ten (10) working days of receiving the grievance the Executive Director or his designate shall reply in writing to the grievance.

Failing satisfactory settlement at Step 3, the grievance may be referred to arbitration in accordance with Article 9 of this Agreement.

8.7 Failure to Act

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

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or his/her designate, may inform the Employer, of his/her intention to submit the dispute to arbitration within:

- (a) fifteen (15) working days after the Employer's decision has been received;
- (b) fifteen (15) working days after the Employer's decision was due.

8.9 Administrative Provisions

- (a) Replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this section shall not apply.

8.10 Dismissal Grievances

In the case of a dispute arising from an employee's dismissal, the grievance may commence at Step 3 of the grievance procedure within ten (10) working days of the date on which the employee received notice of dismissal.

8.11 Deviation from Grievance Procedure

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, whether directly or indirectly, with the aggrieved employee without the consent of the Union.

In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.12 Technical Objections to Grievances

It is the mutual desire of the Parties that the grievance procedure shall determine issues in dispute in a timely manner. The Parties agree to be bound by the provisions of Sections 82(2) and 89(e) of the Labour Relations Code respecting the processing of grievances.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any 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 8, notify the other party within fifteen (15) working days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

9.2 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven (7) days its intention to submit the matter in dispute to a single arbitrator. A single Arbitrator shall be selected from the list as set out below:

Don Monroe
Allan Hope
Stephen Kelleher

9.3 Board Procedure

The Board may determine its own procedure in accordance with the law of British Columbia and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

9.4 Decision of the Board

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

9.5 Disagreement Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

9.6 Expenses of Arbitration Board

Each party shall pay one-half (½) of the fees and expenses of the Arbitration Board.

9.7 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.

9.8 Investigator

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

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**10.1 Burden of Proof**

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

10.2 Dismissal and Suspension

The Employer, or his/her designate, may dismiss or suspend any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for the dismissal or the suspension. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

10.3 Dismissal and Suspension Grievance

All dismissals and suspensions may be subject to the formal grievance procedure under Article 8 of this Agreement.

10.4 Right to Grieve Other Disciplinary Action

Disciplinary action, grievable by the employee, shall include written censures, letters of reprimand, and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

10.5 Removal of Disciplinary Documents

Upon the employee's request any disciplinary document shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.6 Personnel File

An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer two (2) days notice prior to having access to such files.

10.7 Right to Have Steward 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 an undue delay of the appropriate action being taken.

10.8 Rejection During Probation

The Employer may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision through the formal grievance procedure within ten (10) working days of receiving the notice of rejection.

10.9 Sexual Harassment

(a) The Union and the Employer recognize the rights 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 in the workplace.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c)

(1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive Director. The Sexual Harassment Officer shall advise the

Executive Director "in camera" of the complaint. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

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

(3) The Employer designate and a Union representative shall investigate the complaint and shall submit reports to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue.

(4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(5) Pending determination of the complaint, the Executive Director, or the Harassment Officers with the approval of the Executive Director, may take interim measures to separate the employees concerned, if deemed necessary.

*Note: At ARD Sexual harassment Officer shall apply
At VRC Executive Director shall apply*

If action to separate the employees concerned is required, the alleged harasser shall be the one to be moved and Article 14.7 (Notice of Change of Work Schedule) shall not apply.

(6) In cases where sexual harassment may result in the transfer of an employee, it shall be the harasser who is transferred, except that the harassee may be transferred with his/her written consent.

(d) Where either party to the proceeding is not satisfied with the Executive Director's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union representative, an Employer representative, and the mutually agreed Arbitrator. The panel shall have the right to:

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

(e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Executive Director or the Panel.

(f) The parties agree that all complaints of sexual harassment will be exclusively pursuant to this Article, except those dealing with acts of a violent nature.

(g) This clause does not preclude an employee from filing a complaint under the Human Rights Code, however an employee shall not be entitled to duplication of process.

10.10 Harassment

(a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of employees meet the acceptable social standards of the Victoria work place.

(b) The parties agree to foster and promote such an environment and believe that the best means of achieving this is adherence to the Human Rights Act of British Columbia.

- (c) Harassment shall be as defined in the British Columbia Human Rights Act.
- (d) It is understood that harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (e) Where complaints or disputes pertaining to this Article occur, they shall be referred to the investigation and dispute resolution process in Article 10.9 (c) and (d) and they shall not form the basis of a grievance.
- (f) This clause does not preclude an employee from filing a complaint under the Human Rights Code, however an employee shall not be entitled to duplication of process.

10.11 Workplace Aggression

The Employer will provide training for employees that may, in the performance of their duties, be exposed to aggressive conduct.

The Employer will, if it has prior knowledge, alert employees of a potential for experiencing physical aggression and/or verbal abuse within the workplace.

In cases where an employee has been physically assaulted or verbally abused, the Employer, following a review of the situation, will make a determination as to the appropriate counselling that is required and provide such counselling. In cases where an employee attends such appropriate counselling, on a day that is a scheduled work day, the employee will be paid for his/her lost time for attending such counselling.

Where repeated incidents of physical or verbal abuse occur, the Occupational Health and Safety Committee will review the matter.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purposes of this Agreement, service seniority shall mean:

- (a) the length of continuous service as an employee of The Salvation Army within the Victoria ARC measured in actual hours worked since their start date and/or;
- (b) the length of continuous service as an employee of The Salvation Army within the Victoria Recycling Centre, measured in actual hours worked since their start date.
- (c) For the purpose of calculating seniority "*actual hours worked*" shall include the following items:
 - (1) Employer paid time off for vacation;
 - (2) Employer paid time off for statutory holidays;
 - (3) Union leave where the Employer is reimbursed for such leave;
 - (4) Employer paid time off for sickness;
 - (5) Maternity leave (maximum six months from date of commencement of such leave);
 - (6) Approved WCB Claims to a maximum of six months;
 - (7) Layoff to a maximum of six months.
- (d) For the purpose of calculating "*actual hours worked*" overtime hours will not be included.

11.2 Seniority List

- (a) An employee shall receive a letter of appointment clearly stating his/her employment status and salary.

(b) The Employer shall maintain a service seniority list showing the hours that each employee has worked with the Employer. An up-to-date service seniority list shall be sent to the President of the Union at least once per calendar year.

The service seniority list shall contain two (2) parts:

- (1) the first, listing all full time employees and their date of hire and the total number of hours that each employee has worked for the Employer; and
- (2) the second, listing all part-time employees and their date of hire and the total number of hours that each employee has worked for the Employer.

(c) The Employer agrees to provide the President of the Union with the name, classification and date of hire of all employees hired subsequent to the signing of this Agreement.

11.3 Same Service Seniority Date

When two (2) or more employees have the same total number of hours worked for the Employer then seniority shall be determined by his/her last date of hire. Should these employees have the same last date of hire, then seniority shall be determined by chance.

11.4 Loss of Seniority

An employee shall lose his/her seniority as an employee in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than six (6) months;
- (d) he/she fails to report for work within four (4) working days after being notified by the Employer of recall by registered mail at his/her last known address.
- (e) he/she fails to return to work upon termination of an authorized leave of absence unless he/she can give an acceptable reason to the Employer for the absence.
- (f) he/she is absent from work without authorization for three (3) consecutive working days unless he/she can give an acceptable reason to the Employer for the absence.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.1 Vacancies

- (a) Vacancies in the bargaining unit shall be posted at least seven (7) days prior to the closing date of the competition.
- (b) Applications shall be considered upon the following terms:
 - (1) Skill, competence and efficiency, knowledge, ability, and reliability.
 - (2) Seniority: Where qualifications in (1) are relatively equal, seniority shall govern. In determining relatively equal, the Employer shall exercise its discretion in a fair and impartial manner.

In such cases where formal education is considered to be a requisite, as in government contracts for example, formal education shall be included in (1) above.

Nothing in this Article shall prevent the Employer from hiring persons outside the bargaining unit when no qualified employee applies.

12.2 Probation Period

- (a) All new employees shall serve a probationary period of four hundred eighty-eight (488) hours.
- (b) Should an extension of probation be necessary, it will be for just cause and for a period not to exceed four hundred eighty-eight (488) hours. The employee shall be advised, in writing, during the initial probation period for the reasons for the extension.
- (c) The Employer shall provide the Union with a copy of the letter extending the probationary period.

12.3 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred and eighty-eight (488) hours.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to his/her former position, he/she shall be returned to her former position, and wage/salary rates, without loss of seniority.

Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff

- (a) *Layoff*—In the event of layoff resulting from a decrease in the amount of work to be done, the following shall apply:
 - (1) casual employees will be laid off in reverse order of seniority, however no notice of layoff will be required;
 - (2) part-time employees shall be laid off in reverse order of service seniority within a classification prior to full-time employees;
 - (3) full-time employees shall be laid off in reverse order of service seniority within a classification;
 - (4) a laid off employee may bump a less senior employee within a seniority unit, provided the employee is qualified to do the job of the less senior employee;
 - (5) bumping rights must be exercised within three (3) working days of notification of layoff, excluding weekends, and stat holidays, by providing written notice to the Executive Director or his designate.
- (b) *Recall*
 - (1) full-time employees shall be recalled in order of service seniority prior to part-time employees provided that the employee is qualified to do the work which is available.
 - (2) part-time employees on layoff shall be recalled in order of service seniority provided the employee is qualified to do the work available.

- (c) casual employees will be recalled after all regular employees have been recalled.

13.2 Advance Notice

- (a) The Employer shall notify employees at the Centre (Johnson Street), who are to be laid off, twenty (20) working days prior to the effective date of layoff. The Employer shall notify employees at the Warehouse (Quadra Street) ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the period after notice of layoff, he/she shall be paid in lieu of work for that part of the notification period during which work was not made available.

It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (e.g., fire, flood, medical closure, etc.).

- (b) For the purposes of layoff and recall - written notification to the employee will be by registered mail at the Employer's expense.

13.3 Severance Pay

- (a) An employee who is laid off pursuant to 13.1(a)(2) shall receive severance pay at the following rate:

Service	Severance Pay
More than 6 months but less than 3 years.....	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years or more	8 weeks

- (b) An employee who is laid off and who is eligible for severance pay, shall be eligible to receive the appropriate severance payment as soon as the employee's recall rights expire.

13.4 No New Employees

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall, provided that the recalled employee possesses the necessary qualifications, skill and ability to perform the required work.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) The hours of work of a regular full-time employee will normally be, and depending on classification, an average of:

- (1) seven (7) hours per day or thirty-five (35) hours per week;
- (2) seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week;
- (3) eight (8) hours per day or forty (40) hours per week;

All exclusive of an unpaid one-half (½) hour meal break.

- (b) The hours of work for a part-time employee will not be less than four (4) hours per day and not more than eight (8) hours per day exclusive of a one-half (½) hour unpaid meal break.

(c) Employees required to perform work during their scheduled meal break shall have their meal break rescheduled, subject to operational requirements. If the break cannot be rescheduled, the employee shall be compensated at the applicable overtime rate of pay.

(d) An employee is entitled to take his/her meal break away from the work place. Where this cannot be done, he/she shall be compensated for the break at the straight time rate.

14.2 Work Schedules

(a) Subject to the overtime provisions in Article 16.4, a regular employee will not be required to work more than five (5) consecutive shifts without receiving a minimum of two (2) consecutive days off.

(b) Where a change in the work schedule is required to meet bona fide operational needs the Employer agrees to provide the Union and its members with ten (10) working days notice. Such notice must be posted on worksite bulletin boards for the entire period of ten (10) working days.

(c) It is agreed that under no circumstances will (b) above be used to:

- (1) cut full-time employees back to part-time;
- (2) alter shift assignments in a discriminatory manner.

14.3 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period of six (6) hours duration or more, with one (1) rest period to be granted before and one (1) after the meal period. Rest periods shall be taken without loss of pay to the employee.

14.4 Meal Periods

(a) Meal periods shall be scheduled as closely as possible to the middle of the work day and shall be one-half ($\frac{1}{2}$) hour unless otherwise specified.

(b) An employee shall be entitled to take his/her meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked subject to Clause 14.1(c).

14.5 Minimum Daily Pay

(a) The Employer shall pay the employee a minimum of two (2) hours pay at his/her regular rate of pay upon reporting to work for a scheduled shift.

(b) Where the employee commences work, he/she shall receive a minimum of four (4) hours pay at his/her regular rate of pay.

14.6 Notice of Work Schedules

Employees' work schedules shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

ARTICLE 15 - CAREER DEVELOPMENT

15.1 Purpose

Both parties recognize that an improved service to clients will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving such skills.

15.2 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, entrance or registration fees, laboratory fees and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.
- (b) Upon completion of such course, the employee shall provide a written summary of the course content, outlining the matters covered, the results achieved, and a brief statement of the value of the course. The above summary will be written on the Employer's time within a mutually acceptable period of time.

15.3 Educational Leave

Subject to the operational requirements of the Employer, leave of absence without pay of up to one (1) year will be granted to employees requesting such leave provided such educational leave is to take educational programs or special training that will be of benefit to the Employer.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Authorization

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

- (a) the overtime worked is authorized in advance by the Employer; or
- (b) the employee does not control the duration of the overtime worked.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of regularly scheduled hours as outlined in Article 14.1.
- (b) Overtime compensation shall be paid at the applicable overtime rate for all time worked pursuant to Article 16.4 below.

16.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first three (3) hours of overtime on a regularly scheduled work day; and
- (2) double time for hours worked in excess of the three (3) hours overtime specified in (1) above;

- (3) time and one-half for all hours worked on a day of rest.
- (4) double time for all hours worked on the second and subsequent day(s) of rest.

16.5 Meals During Overtime

Where a minimum of two (2) hours of overtime is required the Employer will provide a meal at the Centre or compensate the employee who does not work at the Centre at the following rate:

Breakfast:	8.00
Lunch:	10.00
Dinner:	18.00

16.6 No Layoff to Compensate for Overtime

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

16.7 Assignment of Overtime

Required overtime will be requested of employees starting with the most senior to the most junior employees qualified to perform the work. In the event that no one agrees to work voluntarily, the most junior qualified employee will be required to work.

16.8 Callout Provisions

Employees called to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates.

16.9 Overtime for Part-Time Employees

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

A part-time employee working in excess of the normal hours per day of a full-time employee, or working consecutive daily shifts in excess of those worked by a full-time employee, shall be compensated at applicable overtime rates.

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

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Queen's Birthday

Remembrance Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(b) Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays 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 to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If the employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the rate of time and one-half at the applicable overtime rate.
- (c) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive time and one half for all hours worked plus a day off with pay at a time chosen by the employee or double time and one-half for all hours worked.

17.4 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of time and one-half for hours worked, plus a day off in lieu of the holiday, or compensated at the rate of double time and one-half with no additional time off. The scheduling of the lieu day shall be pursuant to Article 17.11.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 Working on a Day of Rest

An employee who is called to work on a day of rest that is also a proclaimed statutory holiday shall be compensated as follows:

Regular overtime compensation for the day pursuant to Article 17.4, in addition to the statutory holiday premium for all hours worked on the holiday, plus scheduled time off in lieu of the hours that were worked on the statutory holiday.

17.7 Christmas or New Year's Off

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

17.8 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the thirty (30) days preceding the paid holiday, in which case he/she shall receive the higher rate.

17.9 Work on a Paid Holiday

A maximum number of employees will receive the paid holidays off. When employees are required to work on a paid holiday, the Employer will offer the work in order of service seniority by classification required.

17.10 Eligibility for Paid Holiday

An employee who has worked for the Employer for thirty (30) calendar days, shall be entitled to statutory holiday with pay.

- (a) An employee with regular schedule of hours, who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday, is entitled to a regular day's pay for the holiday.
- (b) An employee who does not have a regular schedule of hours, or who has worked at least fifteen (15) of the last thirty (30) days before a statutory holiday, shall be entitled to prorated pay in accordance with the Employment Standards Act.
- (c) An employee who has worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, shall be entitled to prorated pay in accordance with the Employment Standards Act.
- (d) If an employee is on annual vacation, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating statutory holiday pay.

17.11 Lieu Days

Specified dates requested for lieu days arising from designated paid holidays shall be submitted by the employee in writing to the department supervisor within the pay period following the paid holiday as follows:

- (a) scheduled into the roster in conjunction with regular days off or simply;
- (b) taken at random;
- (c) request for lieu days shall not be unreasonably withheld.

ARTICLE 18 - VACATION**18.1 Annual Vacation Entitlement**

- (a) "*Vacation year*" for the purpose of determining vacation entitlement is the period from July 1 to June 30.
- (b) A full-time employee shall be entitled to vacation on the following basis:
 - 0-1 year6%
 - 2-8 years..... 15 working days
 - 9-15 years.....20 working days
 - 16+ years.....25 working days

Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

A part-time employee shall be entitled to the same vacation time off as a full-time employee based on service, and the vacation pay shall be calculated on the basis of 6%, 8%, and 10% of basic earnings accordingly.

(c) Part-time employees whose employment commenced prior to March 1 in any given year, and who have been in the service of the Employer for less than one (1) year may schedule vacation in accordance with Article 18.4 of this Agreement, or by March 1 advise the Employer of their intent to exercise their option under 18.1 (d).

(d) Part-time employees who commence employment on or after March 1 in any given year shall be entitled to receive annual vacation payout in the first pay period in July or request prior to July 1 accrued vacation entitlements to be taken, by mutual agreement between the employee and the Employer.

18.2 Vacation Earnings for Partial Years

In the case of partial years of service, vacation entitlements shall be computed on a pro rata basis.

18.3 Vacation Pay

(a) Vacations shall be paid at an employee's basic pay.

(b) Once per calendar year, upon fifteen (15) working 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 his/her regular pay cheque issued during the vacation period.

(c) It is intended that regular employees must take allotted vacation with pay.

18.4 Vacation Scheduling

(a) The scheduling and completion of vacations shall be on a calendar year basis.

(b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.

(c) Vacations shall be granted on the basis of service seniority within a department.

(d) An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of work days, he/she shall be entitled to use his/her seniority for only one such group of days in a calendar year.

(e) Vacation schedules shall be circulated for staff application by February 1 each year within each department and the completed schedule shall be posted by March 1.

(f) It will be the responsibility of the supervisor to post the schedule and notify absent employees.

(g) An employee who does not exercise his/her seniority rights within one (1) week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

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

(i) An employee who is transferred at the request of the Employer shall have his/her vacation as originally scheduled, unless changed by mutual agreement.

18.5 Approved Leave of Absence with Pay During Vacations

In the event an employee is hospitalized during his/her vacation period, there shall be no deduction from vacation credits for such period of hospitalization and convalescence. 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 in writing and provide necessary documentation within seven (7) calendar days of returning to work.

18.6 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work.

18.7 Prime Time Vacation Period

All employees shall be allowed to take at least three (3) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime time vacation period. The Employer shall make every reasonable effort to allow employees with more than three (3) weeks entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

18.8 Vacation Credits Upon Death

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

ARTICLE 19 - SICK LEAVE**19.1 Sick Leave****(a) Full-time Employees:**

- (1) Full-time employees shall earn sick leave credits at the rate of one (1) day per month.
- (2) Full-time employees shall accumulate sick leave credits to a maximum of seventy-five (75) days.

(b) Part-time Employees:

- (1) Part-time employees shall earn sick leave credits as per Article 19.1(a)(1) on a prorated basis. The prorated basis shall be the number of hours worked in a month by the part-time employee as compared to the number of hours a full-time employee in the same classification as the part-time employee works in a month.
- (2) Part-time employees shall accumulate sick leave credits to a maximum of seventy-five (75) days.

(c) The Employer may request a doctor's certificate at any time.

(d) The employee shall inform the Employer as soon as possible prior to the start of his/her shift of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

(e) In no case shall sick leave for any one absence exceed a period of seventy-five (75) working days. When the provisions of this plan have been exhausted, eligible employees have access to the Long Term Disability Plan if they qualify.

19.2 Long Term Disability

- (a) Employees hired after the ratification date of this agreement and who have completed their probationary period, and meet the eligibility requirements of the Plan, will be required to participate in the existing Long Term Disability Plan now in effect for employees of the Employer and will be provided with a copy of said plan. Employees will pay the premiums for the plan.
- (b) After twelve (12) months on long term disability (LTD), an employee will be paid out any unused vacation credits and lieu day credits. All RRSP funds will be frozen with the exception of the employee's contributions which are accessible at any time. The Employer's contributions are only available upon termination of employment. The position that was held by the employee may be posted and filled by the Employer. If the employee returns to work, that employee will have the right to be placed into any vacancies which are comparable to his/her former position.

ARTICLE 20 - LEAVES

20.1 Bereavement Leave

- (a) In the event of bereavement in the immediate family, employees, who have completed their probation period, will be granted, upon request, up to three (3) consecutive work days leave without loss of pay.
- (b) Immediate family shall include a parent, grandparent, spouse, brother, sister, child, mother-in-law, father-in-law, son-in-law, or daughter-in-law.
- (c) In the event of the death of other relatives of the employee or the employee's spouse, one-half (½) day of leave with pay to attend the funeral will be granted.
- (d) The Employer may grant such additional days to those provided in (a) and (c) above as it deems appropriate.

20.2 Special Leave

Any employee shall be entitled to reasonable leave with pay for legitimate and unavoidable personal reasons. Such leave will not be unreasonably withheld.

20.3 Family Illness

In the case of illness of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave in any one calendar year for this purpose.

20.4 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 five (5) years.

20.5 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) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

20.6 Elections

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

20.7 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee, requesting such leave for emergency or unusual circumstances, such request to be in writing and approved by the Employer. When such leave is authorized, seniority will be adjusted pursuant to Clause (b) below; health and welfare benefits may be maintained at the employee's expense; vacation entitlement accruals and sick leave shall discontinue for the duration of the leave.
- (b) An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (c) An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the employee shall accept the first available position in his/her original classification at his/her previous work location.

20.8 Leave for Medical and Dental Care

Twice in each calendar year, if an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided he/she has been given prior authorization by the Employer, such absence shall be neither charged against the employee's accumulated sick leave, nor shall the employee suffer any loss of income provided such absence does not exceed two (2) hours during one work day. If the absence is longer than two (2) hours, and on the 3rd and subsequent occasions in a calendar year, the whole period of absence shall be charged against the accumulated sick leave. Employees may be required to submit satisfactory proof of appointments.

ARTICLE 21 - MATERNITY & ADOPTION LEAVES**21.1 Maternity Leave**

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay shall be from six (6) weeks before the estimated date of birth or a shorter time the employee requests.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical examiner.
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.
- (e) If an employee chooses to maintain coverage under the Medical Services Plan during the period of the leave, the Employer agrees to pay the premiums in accordance with Clause 25.1.
- (f) Maternity leave may be extended up to an additional six (6) consecutive months where an employee is unable to work for reasons related to the birth or the termination of the pregnancy provided such request is substantiated by a doctor's certificate.

21.2 Adoption Leave

- (a) Upon request, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.
- (b) On return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.
- (c) For four (4) months, the Employer shall maintain coverage of the Medical Services Plan and shall pay the premiums for the employee pursuant to Clause 25.1. For the additional two (2) months, the employee may maintain their benefit coverage at their own expense.
- (d) Vacation entitlements shall accrue while an employee is on adoption leave for the first four (4) months of adoption leave providing the employee returns to work for a period of not less than four (4) months.
- (e) In the event both adopting parents are employed by the Employer, only one (1) parent shall be eligible for the leave provided in the clause.

21.3 Seniority Rights on Re-employment

- (a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority he/she had accumulated prior to commencing maternity or adoption leave and shall be credited with seniority for the period of time covered by the maternity or adoption leave.
- (b) The employee shall be deemed to have resigned on the date upon which his/her maternity or adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if he/she does not return to work after having applied for re-employment.

21.4 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

ARTICLE 22 - OCCUPATIONAL HEALTH & SAFETY

22.1 Statutory Compliance

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

22.2 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to the Workers' Compensation Act.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

The parties agree to be bound by the regulations of the Workers' Compensation Board of B.C. and any order issued pursuant to these regulations.

22.3 Injury Pay Provision

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

22.4 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Further, if it is deemed necessary by a medical attendant, transportation home from work, from the hospital, or from a physician's office shall also be at the expense of the Employer.

An employee who is injured on the job and who is in receipt of Workers' Compensation benefits shall continue to accrue seniority and vacation entitlements for a period of three (3) months.

22.5 Hygiene

(a) *Hygiene Facilities*—The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

(b) *Communicable Diseases*

(1) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person with a communicable disease, the Employer shall advise such employees that such person and/or possessions maybe so affected.

(2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.

(3) In respect of communicable diseases, the parties agree to review and establish policies on issues including:

(i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(ii) post-exposure protocols.

(4) The parties agree that the Communicable Disease Advisory Committee of the Ministry of Health may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(5) Where any costs are incurred by a recommendation of the parties, it shall be borne by the Employer.

22.6 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.7 Protective Clothing

(a) It is agreed that the Employer shall furnish clothing consistent with the current practise of the Employer.

(b) The current practise includes:

(1) jeans for the sorters; 2 pair/year up to \$40.00 each

(2) smocks for Sorters, Kitchen Staff and Housekeepers;

(3) rain gear for Drivers and Swampers;

(4) coveralls and denim aprons for Maintenance Workers.

(5) upon proof of purchase, \$125 every 2 years toward the purchase of safety boots/shoes for all employees required to wear them. If employee leaves employment, then amount paid for boots will be pro-rated for final cheque calculation.

(6) protective gloves

22.8 Training

Where an employee is required by the Employer to attend a course for the purpose of training, there shall be no loss of pay on the part of the employee. Any other expenses associated with the training shall be borne by the Employer.

ARTICLE 23 - TECHNOLOGICAL CHANGE

The Procedures to be followed by the Employer and the Union concerning technological changes shall be in accordance with governing labour legislation.

ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out work presently performed by employees covered by this Agreement which would result in the layoff of such employees.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All employees may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium for the employee only commencing with the month-end payment following the decision of the employee to enrol.

25.2 Extended Health, Dental and Group Life Benefits

- (a) The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The Master Contract shall be controlling in all matters.
- (b) The current practice of the Employer with regard to benefits outlined in the "*Taking Care*" benefits booklet is acceptable and shall continue for the term of this Agreement.
- (c) It is agreed the Employer may change carriers and plans from time to time without penalty provided that any new package of benefits plans will provide for an option which is equivalent to the then current benefits.
- (d) Where applicable premium costs should include coverage for the employee's spouse and for dependents.

25.3 Employee Assistance Program (EAP)

- (a) The Employer agrees to make available to all employees, regardless of status/classification, a national Employee Assistance Program specifically designed to assist employees with chronic personal problems (for example, marital dysfunctions, alcohol abuse) that hinder their job performance, attendance, and corporate citizenship.
- (b) The program will offer professional and confidential assistance and support through problem identification, assessment and treatment.

25.4 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical exam required under any sick leave plan.

25.5 Registered Retirement Savings Plan

- (a) After completion of two (2) years employment, the Employer shall contribute the following amounts to a Registered Retirement Savings Plan:

Years of Service	Employer Contribution
2-5	3%
6-10	3.25%
11-15	3.5%
16-20	4%
21-25	5%
more than 25	6%

- (b) Employees may make voluntary contributions over and above the basic contributions of the Employer.

- (c) All contributions are held in an account registered to the individual employee.
- (d) These funds may be withdrawn only when the employee terminates employment with the Employer. Upon severance from the Employer, the pension account in the employee's name belongs totally to the employee.

ARTICLE 26 - PAYMENT OF WAGES & ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

- (a) Employees shall be paid every other week.
- (b) The Employer shall provide for the direct deposit/electronic funds transfer of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be voluntary.

26.3 Rates of Pay

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

26.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he/she shall receive the rate of pay for that position.

26.5 Downward Reclassification of Position

- (a) If an employee is reclassified to a lower rated position classification, the employee will have his/her wage rate frozen and will continue to be paid the rate of his/her old position until such time as the rate of his/her new position equals or exceeds the rate of his/her old position.
- (b) The employee shall not receive any negotiated salary increases until such time as the rate of the new position equals or exceeds his/her frozen wage rate.
- (c) If an employee voluntarily requests a downward reclassification, then the provisions of this clause [26.5(a) and (b)] do not apply.

26.6 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of a higher paying position, he/she shall receive the rate for the job.
- (b) Substitution to a higher paying position shall be offered to the most senior qualified employee in a lower paying classification.

26.7 Mileage Allowance

- (a) Vehicle allowances for all miles travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties.
- (b) Effective the date of the signing of this Agreement, the rates shall be thirty-two (32¢) per kilometre.

26.8 Meal Allowance

Employees who are required to travel shall be reimbursed for meals in accordance with the following:

Breakfast:	\$ 8.00
Lunch:	10.00
Dinner:	18.00

26.9 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION**27.1 Job Description and Classification**

There shall be classifications as defined in Appendix A.

The Employer agrees to supply the President of the Union, or his/her designate, with the job descriptions for those classifications in the bargaining unit.

27.2 New Classifications

The Employer shall provide to the Union, descriptions of new or altered classifications prior to their implementation, and no such job will be posted or filled until the Union has received a copy of the job description and met with the Employer in an effort to agree on a rate for the job. It is agreed that the parties shall meet as soon as practicable and following such meeting the Employer shall fill the position, even though agreement has not been reached on a rate for the job.

Should the parties fail to reach agreement on the rate for the new position, the matter can be referred to arbitration by either party for a final and binding decision. The parties shall choose from the Arbitrators listed in Appendix A to this Agreement.

ARTICLE 28 - GENERAL**28.1 Political Activity**

- (a) If an employee is nominated as a candidate for election to full-time municipal, provincial or federal office, the employee shall be granted leave of absence without pay.
- (b) Conditions of the leave with respect to health and welfare benefits, seniority and vacation entitlement shall be as per Article 20.7 of this Agreement.
- (c) If not elected, or at the conclusion of the term of office, the employee shall be allowed to return to an available position within his/her former classification.

28.2 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Union and the Employer shall print sufficient copies of the Agreement for distribution to employees within sixty (60) days of signing of the Agreement. The cost of printing shall be borne equally by both parties.

28.3 Personal Duties

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

28.4 Rest Break Facility

The Employer agrees to provide a designated rest area which is for the use of employees. The Employer will also provide a clearly identified private washroom "*Employee Only Washroom Facility*".

28.5 Rehabilitation/Volunteer Participation

- (a) It is agreed that volunteers and rehabilitation residents will not be used to fill established positions within the bargaining unit.
- (b) For the term of this Agreement the Employer agrees to supply the Union on a quarterly basis, with the total number of hours which volunteers and rehabilitation individuals have worked during the quarter.

28.6 Employee Purchases

The Employer is prepared to continue the practice of employee purchases.

28.7 Indemnity

Except where there has been 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 his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

This Agreement shall be binding and remain in force and effect from April 1, 1999 to midnight, March 31, 2003, unless otherwise provided in this Agreement.

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 December 1, 2002, but in any event not later than midnight, January 31, 2003.

(b) Where no notice is given by either party prior to January 31, 2003 both parties shall be deemed to have been given notice under this section on January 31, 2003, and thereupon Clause 29.3 of this Article applies.

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

29.3 Commencement of Bargaining

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

29.4 Change in Agreement

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

29.5 Agreement to Continue in Force

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

29.6 Effective Date of Agreement

The provisions of the Collective Agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this Collective Agreement.

**SIGNED ON BEHALF OF THE UNION:
THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:
THE EMPLOYER: The Governing Council of The
Salvation Army in Canada):**

George Heyman, President

Jane Bendall, Bargaining Committee

Michael Broderick, Bargaining Committee

Jorge Garcia, Bargaining Committee

Deanna Ladouceur, Staff Representative

Dated this _____ day of _____, 19 ____.

APPENDIX A
WAGE SCHEDULE - ARC

Classification	(2%) April 1/99	(1%) Oct. 1/99	(2%) April 1/00	(2%) April 1/01	(2%) April 1/02
Cook	11.94	12.06	12.30	12.55	12.80
Desk Clerk	11.32	11.44	11.67	11.90	12.14
Kitchen Worker	10.10	10.20	10.40	10.61	10.82
Housekeeping	10.00	10.10	10.30	10.51	10.72
Janitor	10.00	10.10	10.30	10.51	10.72
Laundry Worker 1	10.00	10.10	10.30	10.51	10.72
Laundry Worker 2	10.25	10.35	10.56	10.77	10.99
Counsellor 1	13.92	14.06	14.34	14.63	14.92
Counsellor 2	15.22	15.37	15.68	15.99	16.31
Counsellor 3	16.55	16.72	17.05	17.39	17.74
Maintenance 1	14.00	14.00	14.50	15.00	15.50
Maintenance 2	15.22	15.37	15.68	15.99	16.31
Head Desk Clerk	13.58	13.71	13.99	14.27	14.55
Attendant	11.32	11.44	11.67	11.90	12.14

WAGE SCHEDULE - VRC

Classification	(2%) April 1/99	(1%) Oct. 1/99	(2%) April 1/00	(2%) April 1/01	(2%) April 1/02
Driver	11.22	11.33	11.56	11.79	12.03
Shipper/Receiver/Driver	12.25	12.37	12.62	12.87	13.13
Truck Helper	10.00	10.10	10.30	10.51	10.72
Sorter	10.00	10.10	10.30	10.51	10.72
Baler	10.00	10.10	10.30	10.51	10.72
Shop -Trade Qualified	12.00	12.12	12.36	12.61	12.86
Shop - Repair Person	10.71	10.82	11.03	11.25	11.48
Dispatcher	10.59	10.69	10.91	11.13	11.35
Lead Hand	13.08	13.21	13.47	13.74	14.02
Dock Worker	9.50	9.60	9.79	9.98	10.18

Probation remains fifty cents (50¢) less per hour in all classifications.

APPENDIX B
CASUAL EMPLOYEES

Casual employees are required from time to time for short work periods, and as such, are not considered to be regular full-time or regular part-time employees.

For The Salvation Army operations in Victoria, it is anticipated that the requirement for Casual employees will be irregular and the number required at any one time will be limited.

The following terms and conditions will apply to casual employees:

1. A casual employee who commences work shall acquire seniority as a casual employee and shall be placed on the casual employee list.
2. Casual employees, whenever practical, shall be called to work on the basis of seniority.
3. A casual employee shall have the right to refuse two (2) calls to work in a twelve (12) month period. More than two (2) refusals in a twelve (12) month period will result in the casual employee being removed from the casual employee list.
4. A casual employee who has not completed probation under this Article and who is reclassified as a regular employee shall serve a probationary period pursuant to the definition of probationary period in this Collective Agreement.

Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 12.3.

5. Casual employees shall be paid as follows:
 - (a) less than 488 hours of work—probationary wage rate for job
 - (b) more than 488 hours of work—regular wage rate for job
6. Casual employees shall receive overtime payments as follows:
 - (a) hours worked in excess of 7.5 hours or 8.0 hours in a day, depending on job—time and one half (1.5 times)
 - (b) hours worked in excess of 37.5 hours or 40.0 hours per week, depending on job—time and one half (1.5 times)
7. A casual employee who does not work for four (4) months shall be removed from the casual employee list.
8. Casual employees are not entitled to:
 - (a) seniority rights (except as it relates to casual employees)
 - (b) layoff/recall procedure and rights
 - (c) paid holidays
 - (d) annual vacations
 - (e) sick leave
 - (f) leaves
 - (g) maternity/adoption leave
 - (h) health and welfare benefits

LETTER OF UNDERSTANDING #1**RE: DEFINITION OF FULL-TIME REGULAR EMPLOYEES - HOURS OF WORK**

It is agreed that in recognition of past practice, the minimum hours of work of thirty-five (35) hours per week for full-time regular employees, as detailed in the Definition section, shall not apply to the following employees while working in the positions listed below:

Position	Name	Hours
Housekeeper	Sandrina Selbmann	30
Housekeeper	Graham Cowan	30

It is understood that if these employees are replaced, their replacements will be covered by the definition of full-time regular employee - minimum of thirty-five (35) hours per week.

LETTER OF UNDERSTANDING #2

Chan Loi Banh will be red circled at a rate of \$10.19 per hour in recognition of his previous position as shop repair person. This rate will remain in effect until the rate for his new position (warehouse person) meets or exceeds this amount.

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