

**COLLECTIVE AGREEMENT**

**between the**

**B.C. TRANSPORTATION  
EMPLOYEE AND FAMILY ASSISTANCE SOCIETY  
(BCTEFAS)**

**and the**

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

**Effective  
September 1, 2000 to August 31, 2003  
(inclusive)**

# INDEX

<b>Definitions</b> .....	1
<b>Article 1 – Preamble</b> .....	2
1.1 Purpose of Agreement.....	2
1.2 Conflict with Regulations .....	2
1.3 Use of Terms.....	2
1.4 Human Recognition and Rights .....	2
1.5 Sexual Harassment.....	2
1.6 “Workplace Code of Conduct” and “Interpersonal Conflict Resolution Protocol” ....	4
1.7 Workplace Violence.....	4
<b>Article 2 – Union Recognition and Rights</b> .....	5
2.1 Bargaining Unit Defined.....	5
2.2 Bargaining Agent Recognition .....	5
2.3 Correspondence.....	5
2.4 No Other Agreement.....	5
2.5 No Discrimination for Union Activity.....	6
2.6 Recognition and Rights of Stewards.....	6
2.7 Bulletin Boards .....	6
2.8 Union Insignia.....	6
2.9 Right to Refuse to Cross Picket Lines .....	6
2.10 Time Off for Union Business.....	7
<b>Article 3 – Union Security</b> .....	7
<b>Article 4 – Deduction of Union Dues</b> .....	8
<b>Article 5 – Information to be Provided to New Employees</b> .....	8
<b>Article 6 – Employer’s Rights</b> .....	8
<b>Article 7 – Employer-Union Relations</b> .....	8
7.1 Representation.....	8
7.2 Union Bargaining Committee.....	8
7.3 Union Representatives .....	9
7.4 Technical Information.....	9
7.5 Union-Employer Relations and Joint Labour-Management Committee .....	9
<b>Article 8 – Grievances</b> .....	10
8.1 Grievance Scope .....	10
8.2 Grievance Procedure.....	10
8.3 Failure to Act .....	10
8.4 Amending of Time Limits .....	10
8.5 Dismissal or Suspension Grievance.....	11
8.6 Deviation from Grievance Procedure .....	11
8.7 Policy Grievance.....	11
8.8 Technical Objections to Grievances .....	11

<b>Article 9 – Arbitration</b> .....	11
9.1 Appointment of the Arbitrator .....	11
9.2 Powers of the Arbitrator.....	11
9.3 Decision of the Arbitrator .....	12
9.4 Disagreement on Interpretation of the Arbitrator’s Decision .....	12
9.5 Cost of Arbitration .....	12
9.6 Amending of Time Limits .....	12
<b>Article 10 – Dismissal, Suspension and Discipline</b> .....	12
10.1 Dismissal and Suspension.....	12
10.2 Right to Grieve.....	12
10.3 Right to Grieve Other Disciplinary Action / Document Retention Guidelines .....	12
10.4 Evaluation Reports.....	13
10.5 Personnel File.....	13
10.6 Right to Have Union Representatives Present.....	13
10.7 Unjust Suspension or Discharge .....	13
10.8 Probation for Newly Hired Employees.....	14
<b>Article 11 – Seniority</b> .....	14
11.1 Definition of Seniority .....	14
11.2 Seniority List.....	14
11.3 Loss of Seniority.....	14
11.4 Seniority on Demotion.....	15
11.5 Re-employment.....	15
<b>Article 12 – Layoff and Recall</b> .....	15
12.1 Layoff.....	15
12.2 Recall .....	15
12.3 Advance Notice.....	15
12.4 Severance Pay.....	15
<b>Article 13 – Hours of Work</b> .....	16
13.1 Annual Hours of Work.....	16
13.2 Standard Hours.....	16
13.3 Work Schedules .....	16
13.4 Meal Periods .....	16
13.5 Rest Periods .....	16
13.6 Work Location .....	16
<b>Article 14 – Overtime</b> .....	17
14.1 Definitions.....	17
14.2 Overtime Entitlement.....	17
14.3 Recording of Overtime .....	17
14.4 Overtime Compensation .....	17
14.5 Overtime Meal Allowances .....	18
14.6 Layoff to Compensate for Overtime.....	18
14.7 Right to Reasonable Overtime Limits.....	18
14.8 Call-Out Provisions.....	19
14.9 Rest Interval .....	19

14.10	Overtime for Part-time Employees .....	19
14.11	Hours of Work Nanaimo / Northern Gulf Islands Office .....	19
<b>Article 15</b>	<b>– Holidays</b> .....	19
15.1	Paid Holidays .....	19
15.2	Holiday Falling on Saturday or Sunday .....	20
15.3	Holiday Falling on a Day of Rest .....	20
15.4	Holiday Falling on a Working Day .....	20
15.5	Holiday Coinciding with a Day of Vacation .....	20
<b>Article 16</b>	<b>– Annual Vacation</b> .....	20
16.1	Definitions .....	20
16.2	Earning of Annual Vacation – First Partial Year of Employment .....	20
16.3	Earning of Annual Vacation – Full Calendar Year of Employment .....	21
16.4	Prime Time Vacation Period .....	21
16.5	Vacation Choice Priority and Allocation System .....	21
16.6	Vacation Schedules .....	22
16.7	New Employees .....	22
16.8	Approved Vacation Protection .....	22
16.9	Approved Leave of Absence with Pay During Vacations .....	22
16.10	Call Back on Vacation .....	22
16.11	Vacation Carry Over .....	22
16.12	Vacation Credits Upon Death .....	22
<b>Article 17</b>	<b>– Sick Leave</b> .....	23
17.1	Employee’s Obligation to Inform Employer .....	23
17.2	Medical Confirmations and Reports .....	23
17.3	Ineligibility for Sick Leave .....	23
17.4	Medical and Dental Appointments .....	23
17.5	Travel Time for Medical and Dental Care .....	23
17.6	STIIP (Short Term Illness and Injury Plan) .....	23
<b>Article 18</b>	<b>– Career Development</b> .....	24
18.1	Purpose .....	24
18.2	Labour/Management Committee .....	24
18.3	Personal Educational Leave and Allowances .....	24
18.4	Training Leave .....	24
18.5	Leave for Writing Examinations .....	24
18.6	Professional Development Leave .....	24
<b>Article 19</b>	<b>– Professional Association Membership and Professional Liability Insurance</b> .....	26
19.1	Professional Association Membership and Professional Liability Insurance for Counsellor .....	26
<b>Article 20</b>	<b>– Special and Other Leave</b> .....	26
20.1	Bereavement Leave .....	26
20.2	Special Leave .....	26
20.3	Full-Time Union or Public Duties .....	27
20.4	Leave for Court Appearances .....	28

20.5	Elections.....	28
20.6	General Leave .....	28
<b>Article 21</b>	<b>– Maternity and Parental Leave .....</b>	<b>29</b>
21.1	Maternity Leave.....	29
21.2	Parental Leave.....	29
21.3	Adoption Leave.....	29
21.4	Seniority Rights on Reinstatement.....	30
21.5	Extension of Parental Leave .....	30
<b>Article 22</b>	<b>– Safety and Health .....</b>	<b>30</b>
22.1	Preamble .....	30
22.2	Safety Committee.....	30
22.3	Injury Pay Provision .....	30
22.4	Transportation of Accident Victims.....	30
22.5	Communicable Diseases and Chemical Sensitivities .....	30
<b>Article 23</b>	<b>– Hiring Procedures .....</b>	<b>31</b>
23.1	Job Positions .....	31
23.2	Information in Postings.....	31
23.3	Probationary Period .....	32
23.4	Local Union Observer.....	32
23.5	Notification to Employee and Union .....	32
23.6	Promotion.....	32
<b>Article 24</b>	<b>– Joint Job Classification.....</b>	<b>32</b>
24.1	Resolution of Job Classification Issues.....	32
<b>Article 25</b>	<b>– Payment of Wages and Allowances .....</b>	<b>33</b>
25.1	Equal Pay for Equal Work and Work of Equal Value .....	33
25.2	Paydays .....	33
25.3	Rates of Pay .....	33
25.4	Vehicle Allowance.....	33
25.5	Meal Allowance .....	33
25.6	Telephone Allowance .....	34
25.7	Extraordinary Expenses .....	34
25.8	Travel Advance.....	34
<b>Article 26</b>	<b>– Health and Welfare .....</b>	<b>34</b>
26.1	Definition of Full-time Employee.....	34
26.2	Basic Medical Insurance.....	34
26.3	Group Life Insurance / Accidental Death and Dismemberment Insurance / Extended Health Care Plan / Dental Plan .....	34
26.4	Long Term Disability (LTD) .....	35
26.5	Medical Examination.....	35
26.6	Employee and Family Assistance Program (EFAP) Allowance.....	35
26.7	Retirement Savings Plan .....	36
26.8	Copies of Benefit Contracts .....	36
26.9	Death Benefit .....	36
26.10	STIIP (Short Term Illness and Injury Plan) for Full-time Employees.....	36

26.11	Benefits for Part-time Employees.....	37
<b>Article 27</b>	<b>– General Conditions .....</b>	<b>38</b>
27.1	Supply and Maintenance of Equipment.....	38
27.2	Indemnity.....	38
27.3	Political Activity.....	39
27.4	Personal Duties .....	40
27.5	Payroll Deductions.....	40
27.6	Pay Cheques.....	40
27.7	Personal Research.....	40
27.8	Copyrights.....	40
<b>Article 28</b>	<b>– Terms of Agreement .....</b>	<b>41</b>
28.1	Duration .....	41
28.2	Notice to Bargain .....	41
28.3	Commencement of Bargaining.....	41
28.4	Changes in Agreement.....	41
28.5	Effective Date of Agreement .....	41
<b>Appendix A</b>	<b>– Annual and Hourly Rates of Pay .....</b>	<b>42</b>
<b>Appendix B</b>	<b>– Job Descriptions.....</b>	<b>43</b>
<b>Appendix C</b>	<b>– Canada Life Group Insurance Plan – Policy No. 86203 .....</b>	<b>44</b>
<b>Letter of Understanding #1</b>	<b>– Conflict of Interest Provisions–Counsellors.....</b>	<b>45</b>
<b>Letter of Understanding #2</b>	<b>– Computer-Generated</b>	
	<b>Duties – Clerical Support Employees.....</b>	<b>46</b>

## DEFINITIONS

For the purposes of this Agreement:

1. *"Bargaining Unit"* is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of B.C. on the 4<sup>th</sup> day of August, 2000.
2. *"Employee"* means a member of the bargaining unit and includes a permanent full-time or part-time employee of the Society.
3. *"Employer"* means the *B.C. Transportation Employee and Family Assistance Society*, hereinafter referred to as "The Society."
4. *"Day of rest"* in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence.
5. *"Demotion"* means a change from an employee's position to one with a lower maximum salary.
6. *"Lateral transfer"* refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
7. *"Layoff"* is a cessation of employment as a result of a reduction in the amount of work required to be done by the Employer and where, should work become available, employees shall be recalled in accordance with Article 12 of this Agreement.
8. *"Leave of absence with pay"* means to be absent from duty with permission and with pay.
9. *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
10. *"Pay"* means rate of compensation for the job.
11. *"Point of assembly"* means that area within a radius of 32 km of where an employee ordinarily performs his/her duties.
12. *"Promotion"* means a change from an employee's position to one with a higher maximum salary level.
13. *"Resignation"* means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
14. *"Rest period"* is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
15. *"Termination"* is the separation of an employee from the Society for cause pursuant to Articles 10 and 11 of this Agreement.
16. *"Transfer"* refers to the movement of an employee from one geographic location to another.
17. *"Travel status"* with respect to an employee means absence of the employee from his/her point of assembly on the Employer's business with the approval of the Employer.

18. *"Workday"* is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.
19. *"Workplace"* means any location, at any time, where an employee is either performing assigned duties on behalf of the Employer or which may reasonably be said to have some connection to the performance of those duties.

## **ARTICLE 1 – PREAMBLE**

### **1.1 Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The Parties to this Agreement share a desire to improve the quality of the services provided by the Society. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the Society in which members of the bargaining unit are employed.

### **1.2 Conflict with Regulations**

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

### **1.3 Use of Terms**

Except where a provision applies specifically to one gender only for biological reasons, all language within this Agreement is intended to be gender-neutral. Accordingly, any statement which refers to either the masculine or feminine pronoun only shall be taken to mean either or both genders, unless otherwise specifically stated. Similarly, any statement referring to an employee in the singular shall be taken to mean employees in the plural, unless otherwise specifically stated.

### **1.4 Human Recognition and Rights**

The Parties shall subscribe to the principles of the *British Columbia Human Rights Code* and shall meet all standards specified therein for the provision of a workplace free from discrimination and harassment for all individuals working within, or interacting with, the BCTEFAS.

### **1.5 Sexual Harassment**

- (a) The Union and the Employer recognize the right of all employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any employee proved to have sexually harassed a co-worker. Protection from sexual harassment under this Article also extends to clients of the Society or members of the public interacting with employees of the Society. The Employer and the Union agree to cooperate fully in attempting to resolve such complaints in a confidential manner.

(b) Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits.
- sexual advances or compromising invitations with actual or implied work related consequences.
- suggestive remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations.
- verbal abuse, intimidation, or threats of a sexual nature.
- leering, staring or making sexual gestures.
- display of pornographic or other sexual material.
- offensive pictures, graffiti, cartoons or sayings.
- unwanted physical contact such as touching, patting, pinching, hugging
- physical assault of a sexual nature.

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

- (c) An employee who has filed a formal allegation of sexual harassment has the right to discontinue direct contact with the alleged harasser, without incurring any penalty, pending determination of the grievance. However, in such circumstances, the employee shall still be required to use indirect means of contact to ensure sufficient exchange of business information, and other types of reasonable cooperation with the alleged harasser, to minimize disruption of the Employer's operations. In sexual harassment cases requiring physical separation of the parties, it shall normally be the Respondent who is transferred to another location. A Complainant shall not be transferred against his/her will. Interim transfers during determination of a complaint shall not be deemed disciplinary in nature, or seen as a presumption of guilt or innocence.
- (d) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.
- (e) Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) Resolution procedures:
- (1) Where an employee believes that he/she has been subjected to harassment or discrimination, he/she may approach the Chief Executive Officer to discuss potential corrective steps and/or to request the assistance of the Employer. If this process corrects the problem to the satisfaction of the employee, the matter shall be deemed to have been resolved and closed.
  - (2) If the matter remains unresolved to the satisfaction of the employee, he/she may file a formal written complaint to the Employer, via the Union, within thirty (30) days of receiving the response of the Chief Executive Officer pursuant to (f) (1) or within thirty (30) days of when that response was due.

- (3) Within thirty (30) days of receiving the formal written complaint, the Chief Executive Officer shall appoint an Investigator to determine the facts of the case and provide a written report as quickly as possible. Upon receipt of the report, the Chief Executive Officer shall take such steps as may be required to resolve the matter, up to and including the imposition of discipline. Where an employee is disciplined as a result of this process, he/she shall have the right to grieve the matter through the usual grievance procedures.
- (4) If it is found that harassment and/or discrimination has occurred the Employer shall document the personnel file of the offending employee accordingly.
- (5) Where a complaint is found to be frivolous, vindictive or vexatious, the Employer shall take appropriate remedial action, which may include discipline of the complainant.
- (6) Where a complaint is lodged against the Chief Executive Officer, the President of the Board of Directors of the BCTEFAS shall perform the roles as designated under Article 1.5 (f) (1-5).

#### **1.6 “Workplace Code of Conduct” and “Interpersonal Conflict Resolution Protocol”**

- (a) The Employer recognizes the benefits of a work environment where the conduct and/or language of all employees meets acceptable social standards of the workplace and where all employees promote harmony by resolving interpersonal disputes at the earliest possible opportunity.
- (b) All employees of the BCTEFAS, in conjunction with the Union, shall collaboratively develop a formal written “Workplace Code of Conduct” and “Interpersonal Conflict Resolution Protocol.” These documents shall form an addendum to this collective agreement and become binding upon all employees. The Employer undertakes to intervene, and discipline as required, any employee who fails to adhere to the provisions of these documents.
- (c) Nothing within the “Workplace Code of Conduct” or “Interpersonal Conflict Resolution Protocol” shall be interpreted as replacing, or limiting, the Employer’s right to manage or the Union’s right to grieve.
- (d) Action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities shall not constitute an infringement of the “Workplace Code of Conduct” or the “Interpersonal Conflict Resolution Protocol.”
- (e) Resolution Procedures:

An employee disputing actions taken by the Employer arising out of Article 1.6 shall refer the matter for resolution under the normal grievance procedure.

#### **1.7 Workplace Violence**

- (a) It is recognized that in certain work situations, employees may be more at risk of physical violence or verbal abuse from clients or the public. Where such potential is identified:
  - (1) the employees involved shall receive appropriate training in identification and management of volatile situations. Recommendations for training shall be developed

by the joint Labour-Management Committee.

- (2) Appropriate physical and procedural measures for the protection of employees, applicable to more exposed work situations, shall be implemented. Recommendations for such measures shall be developed by the joint Labour-Management Committee.
- (b) The Employee Assistance Program available to employees of the BCTEFAS shall include provision of immediate critical incident stress debriefing and post traumatic counselling for employees who have suffered as a result of actual or threatened physical violence in the workplace. Leave to attend such debriefing or counselling sessions shall be without loss of pay.

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

### **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees included in the Certificate issued by the Labour Relations Board of B.C. on August 4, 2000, except those in positions mutually excluded by the Parties as managerial and/or confidential.
- (b) Future incumbents of new positions which the Employer may create within the currently existing classifications shall automatically be included within the bargaining unit, unless they are specifically excluded by mutual agreement of the parties or covered by another bargaining unit as specified by the Labour Relations Board of B.C.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union (BCGEU) as the exclusive bargaining agent for all employees covered under the certification issued by the Labour Relations Board on August 4, 2000.

### **2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union, or designate. The Employer also undertakes to provide a copy to the President of the Union, or designate, of any correspondence exchanged between the Employer and any member of the BCTEFAS bargaining unit which relates to interpretation or application of this Agreement.

### **2.4 No Other Agreement**

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

## **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee because of his/her membership or activities within the Union.

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

- (a) The Employer recognizes the right of the Union to select Stewards to represent employees. The Employer and the Union agree, taking into account both operational and geographical considerations, that the bargaining unit shall have one (1) active steward. The Union agrees to provide the Employer with written notification of the name of the employee currently designated as the steward and any alternates.
- (b) The steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving work to perform duties as a steward. This permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (c) The duties of the steward shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assistance of any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) carrying out duties related to safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
  - (5) attending meetings called by management.

## **2.7 Bulletin Boards**

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

## **2.8 Union Insignia**

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The recognized insignia of the Union shall include the designation "BCGEU." This designation shall be placed on stenography typed by a member of the Union and placed below the signatory initials on typewritten correspondence.

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

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia Act. Any employee failing to report for duty shall be considered to be absent without pay.

- (b) Failure to cross a picket line encountered while carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

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

- (a) *Without Pay* -- Leave of absence without pay and without loss of seniority shall be granted upon provision of four (4) weeks notice in writing:
  - (1) to elected or appointed representatives of the Union in order to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) to elected or appointed representatives of the Union in order to attend to Union business, which requires them to leave their premises of employment;
  - (3) to employees who are representatives of the Union on a Bargaining Committee in order to attend meetings of the Bargaining Committee;
  - (4) to employees who are representatives of the Union on a Bargaining Committee to carry on negotiations with the Employer.
- (b) *With Pay* -- Leave of absence with regular pay and without loss of seniority shall be granted:
  - (1) to stewards, or their alternates, to perform their duties pursuant to Section 2.6;
  - (2) to employees called by the Employer to appear as witnesses before an Arbitration Board;
  - (3) to employees appointed by the Union as Union representatives on Joint Labour-Management Committees, as specified in this Agreement, to attend such meetings.
- (c) *Local Worksite Union Meetings* --The Employer agrees to allow employees to leave work for up to a total of four (4) hours a year for the purpose of attending Union meetings without loss of pay, seniority, or benefits. The Union agrees to notify the Employer of the dates of such meetings at least four (4) weeks in advance. Minimum Staffing Levels, as defined elsewhere in this Agreement, shall be maintained.
- (d) *General Provisions* --Leaves of absence granted under this Article shall include sufficient travel time. Approval for any of the above leaves of absence shall not be unreasonably withheld by the Employer. While an employee is on leave of absence without pay, pursuant to 2.10 (a), the Employer shall continue payment of the employee's regular salary and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred.

## **ARTICLE 3 - UNION SECURITY**

As a condition of continued employment, all employees within classifications covered by this Agreement shall become members of the Union and maintain such membership, upon completion of thirty (30) days as an employee.

**ARTICLE 4 - DEDUCTION OF UNION DUES**

- (a) As a condition of continued employment, all employees shall pay to the Union all applicable initiation fees, monthly dues and other assessments levied in accordance with the Union constitution and/or bylaws. The employee shall provide the Employer with a written authorization to deduct such initiation fees, dues and assessments from his/her earnings each month. The Union shall provide the Employer with written notification of the amounts to be deducted for each employee. The Employer shall forward such deductions directly to the Union, within twenty-eight (28) days after each month-end, together with a statement listing the names of all employees from whom deductions have been made and the amount of each deduction.
- (b) 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 1 of the succeeding year.

**ARTICLE 5 - INFORMATION TO BE PROVIDED TO NEW EMPLOYEES**

The Employer agrees to inform new employees regarding the conditions of their employment as set out in Articles 3 and 4, and to provide the name and contact information for the Union steward and Bargaining Unit Chair. The Employer agrees that the Union steward shall be given an opportunity to meet with each new employee, within regular working hours and without loss of pay for either party, for up to thirty (30) minutes within the first thirty (30) days of employment in order to brief the employee regarding his/her responsibilities and obligations to the Employer and the Union. Where the Union steward is not employed in the same work area as the new employee the meeting shall normally be conducted by telephone.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

The management and direction of employees within the bargaining unit 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 similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

**7.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and shall consist of one (1) member of the Union together with the President of the Union, or designate. The Union shall

have the right to have the assistance of members of the staff of the Union at any time when negotiating with the Employer.

### **7.3 Union Representatives**

- (a) The Employer agrees that access to its premises shall be granted to members of the staff of the Union to meet with the Employer, or to assist in the settlement of a grievance. Members of the Union staff shall notify the Chief Executive Officer, in advance, of their intention and purpose for entering and shall not interfere with other areas of the Employer's operations.
- (b) Upon receipt of a written request from the Union, the Employer may allow time after completion of the agenda of any course, seminar, or workshop held by the Employer for the employees, for a Staff Representative from the Union to speak to the group. There shall be no additional costs, in wages or expenses, incurred by the Employer if the meeting continues beyond the normal working hours set by the Employer for that day as a result of the presentation by the Union representative.
- (c) The Employer recognizes that in some circumstances it is difficult for the President or his/her paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or his/her designate shall submit a request, in writing, to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for a meeting of up to one (1) hour. Attendance at such meetings shall be considered time worked.

### **7.4 Technical Information**

Upon request from the Union, the Employer agrees to provide technical information that is available relating to employees in the bargaining unit as may be required by the Union for legitimate collective bargaining purposes.

### **7.5 Union-Employer Relations and Joint Labour-Management Committee**

The Union and the Employer recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services, and labour-management relations. To this end, the Employer and the Union shall establish, and maintain, a joint Labour-Management Committee, normally consisting of one (1) representative for the Employer and one (1) representative for the Union. This Committee is in no way intended to limit or restrict the rights reserved to the Employer to manage its operations or affairs, but rather to serve as a vehicle for joint discussion and consultation regarding possible resolution of mutual problems and concerns. Whenever possible, meetings of the Committee shall normally be convened immediately following the regularly scheduled staff meetings of the Society. Subject to availability and operational considerations, other special meetings of the Committee may be convened upon fourteen (14) days notice by either Party.

## ARTICLE 8 – GRIEVANCES

### 8.1 Grievance Scope

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

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

### 8.2 Grievance Procedure

The procedure to be followed for resolving a grievance shall be the grievance procedure in this Article:

- (a) **Step 1:** When an action or circumstance arises which an employee believes to be in violation of this Agreement, he/she shall discuss the matter with the Chief Executive Officer within fifteen (15) working days from the date that the action or circumstance occurred, or from the date that it came to his/her attention. A Union steward may be present during discussions at this step.
- (b) **Step 2:** If no settlement is reached at Step 1, the Union may submit a written grievance and a meeting shall be scheduled between a Union designate and the Employer, including a designate of the BCTEFAS Board of Directors, within fifteen (15) working days of receipt of the written grievance by the Employer.
- (c) **Step 3:** If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitrator. When either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party, in writing, within fifteen (15) working days of receipt of the Employer's response at Step 2, or within thirty (30) working days of the last meeting at Step 2, whichever occurs first.

### 8.3 Failure to Act

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

### 8.4 Amending of Time Limits

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

### **8.5 Dismissal or Suspension Grievance**

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

### **8.6 Deviation from Grievance Procedure**

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

### **8.7 Policy Grievance**

Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall initially be discussed by the Parties. Where no satisfactory agreement is reached, either Party may submit the matter to arbitration, as set out in Article 9 of this Agreement.

### **8.8 Technical Objections to Grievances**

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Appointment of the Arbitrator**

- (a) When either Party has submitted a written request for a grievance to be referred to arbitration, pursuant to Step 3 as defined in Article 8.2(c), a single Arbitrator shall be appointed jointly by the Parties within ten (10) working days after the written request for arbitration has been received.
- (b) Where the parties are unable to agree upon selection of the Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall appoint the Arbitrator.

### **9.2 Powers of the Arbitrator**

The Arbitrator may determine his/her own procedure in accordance with the Arbitration Act and shall give full opportunity to all Parties to present evidence and make

representations. The case shall be scheduled for hearing by the Arbitrator at the earliest available opportunity.

### **9.3 Decision of the Arbitrator**

The decision of the Arbitrator shall be made within thirty (30) days after the hearing and shall be final, binding and enforceable upon the Parties. The Arbitrator shall have the power to dispose of a grievance by any written decision which he/she deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

### **9.4 Disagreement on Interpretation of the Arbitrator's Decision**

Where the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify his/her decision, which shall normally be received within seven (7) days thereafter.

### **9.5 Cost of Arbitration**

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

### **9.6 Amending of Time Limits**

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

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Dismissal and Suspension**

The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend an employee for just cause. Notice of dismissal or suspension shall be given in writing and shall clearly specify the reasons for the discipline. The notice shall be delivered to the employee in the presence of his/her steward, whenever possible. Within five (5) working days thereafter, the Employer shall advise the President of the Union, in writing, of the reason for the dismissal or suspension.

### **10.2 Right to Grieve**

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 8 of this Agreement.

### **10.3 Right to Grieve Other Disciplinary Action / Documentation Retention Guidelines**

Disciplinary action grievable by the employee shall include written censure, letters of reprimand and adverse reports of performance evaluation. An employee shall be given a copy of any document placed on his/her file. Where an employee disputes any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution of the grievance shall become part of his/her personnel record. Upon the

employee's request, any disciplinary document, other than formal evaluation reports, shall be removed from the employee's file after eighteen (18) months from the date it was issued, provided that there has not been a subsequent similar infraction. The Employer agrees not to introduce as evidence in a hearing any document from the file of an employee which the employee was not aware existed at the time when he/she filed the grievance.

#### **10.4 Evaluation Reports**

Where a formal written appraisal of an employee's performance is carried out, the employee concerned shall be given sufficient opportunity after the interview to read and review the appraisal. Clearly identified areas shall be included on the evaluation form for the employee to sign indicating whether he/she accepts, or disagrees, with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless his/her signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of his/her evaluation report at the time of signing. An employee's appraisal form shall not be altered in any way without his/her knowledge after he/she has signed it, and any such changes shall be subject to the grievance procedure of this Agreement.

#### **10.5 Personnel File**

An employee, or the President of the Union (or designate) with the written authority of the employee, shall have the right to access the personnel record of the employee after providing two (2) days notice to the Employer. Copies of all entries in an employee's personnel file shall also be submitted to the employee concerned at the time they are recorded. Where an employee disputes any entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution of the grievance shall become part of his/her personnel record.

#### **10.6 Right to Have Union Representatives Present**

- (a) An employee shall have the right to have his/her Union representative present at any discussion with a supervisor which the employee believes might form 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 for the employee to contact his/her Union representative, provided that this does not unduly delay appropriate action being taken.
- (b) A steward shall have the right to consult with a staff representative of the Union at any time and to have the representative present at any discussion with a supervisor provided that this does not unduly delay appropriate action being taken.

#### **10.7 Unjust Suspension or Discharge**

Where an employee is found by an Arbitrator, or by agreement of the Parties, to have been unjustly suspended, or discharged, the employee shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the period of the suspension or discharge.

Any other additional compensation which is agreed as just and equitable by the Parties may also be provided.

### **10.8 Probation for Newly Hired Employees**

- (a) A rejection during probation shall not be considered a dismissal for the purpose of Article 10.1 of this Agreement. The rejection shall be based upon the unsuitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors assessed as unsuitable could reasonably be expected to impede satisfactory work performance. The probation period shall be nine hundred and ten (910) hours of actual service time for all employees.
- (b) A grievance lodged under this Article shall commence at Step 2 as defined in Article 8.2(b).

## **ARTICLE 11 - SENIORITY**

### **11.1 Definition of Seniority**

- (a) Service seniority means an employee's length of service with the Employer. The employee shall be credited with service seniority equivalent to his/her length of continuous service with the Employer prior to the signing of this Agreement. Employees shall be credited one (1) year of service seniority for every one thousand eight hundred and twenty (1,820) hours completed. Seniority shall be credited on a pro-rated basis for part-time employees.
- (b) Classification seniority means an employee's length of service in his/her present classification. All employees shall be credited with classification seniority equivalent to their length of service in their present classification with the Employer.
- (c) When two (2) or more employees have the same service seniority date, and when mutual agreement cannot be reached between them, then seniority shall be determined by chance.

### **11.2 Seniority List**

The Employer shall maintain a service seniority list showing the date that each employee commenced employment with the Employer. A current seniority list shall be sent to the President of the Union prior to the expiry of this Agreement.

### **11.3 Loss of Seniority**

When on leave of absence without pay for a period exceeding thirty (30) calendar days duration, an employee shall not accrue seniority for any of the period of leave. An employee shall continue to accrue seniority if he/she is absent from work with pay. An employee shall lose his/her seniority only in the event that he/she:

- (a) is discharged for just cause;
- (b) voluntarily resigns or abandons his/her position, except where Article 11.5 applies;
- (c) is laid off for more than six (6) months;

(d) retires from the Society.

#### **11.4 Seniority on Demotion**

An employee who suffers demotion through no fault of his/her own, or who takes a voluntary demotion, shall have his/her classification seniority adjusted to include all service previously held in the lower classification together with all service in any higher classification(s).

#### **11.5 Re-employment**

An employee who resigns his/her position and within ninety (90) days is re-employed shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

### **ARTICLE 12 - LAYOFF AND RECALL**

#### **12.1 Layoff**

In the event of layoffs resulting from the elimination of positions, the layoffs shall be in reverse order of service seniority within each classification, provided that the employees with greater seniority are qualified and able to perform the duties of the positions remaining in each case.

#### **12.2 Recall**

An employee who is laid off shall be placed on a recall list for a period of six (6) months for the purposes of recall. Recall of employees shall be in order of service seniority, within each classification, providing the employee with greater seniority is qualified and able to perform the duties of the position available.

#### **12.3 Advance Notice**

The Employer shall notify employees who are to be laid off, at least thirty (30) working days prior to the effective date of the layoff. If the employee is not provided with the opportunity to work thirty (30) full working days after notice of layoff, he shall be paid in lieu of work for that part of the thirty (30) days during which work was not made available.

#### **12.4 Severance Pay**

- (a) An employee who is laid off, pursuant to Article 12.1, may opt to receive severance pay on the date the layoff is scheduled to occur, in which case he/she shall be deemed to have resigned.
- (b) An employee who has elected to receive severance pay, pursuant to this Article, shall be entitled to severance pay in an amount equal to one (1) week's pay for every completed year (one thousand eight hundred and twenty (1,820) hours at straight time rate) of regular service seniority, to a maximum of twelve (12) weeks. Severance pay entitlement shall be pro-rated for a partially completed year in which the layoff occurs.

## ARTICLE 13 - HOURS OF WORK

### 13.1 Annual Hours of Work

The annual hours of work, exclusive of meal periods but including paid holidays, shall be one thousand eight hundred and twenty (1,820) which is equivalent to an average of thirty-five (35) hours per week.

### 13.2 Standard Hours

Except as otherwise provided, the standard thirty-five (35) hour work week shall consist of five (5) consecutive days.

### 13.3 Work Schedules

The Employer retains the right to establish the hours of operation for the Society and to determine a reasonable work schedule for any given position.

### 13.4 Meal Periods

Meal periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes. An employee shall be entitled to take his/her meal period away from the workstation.

### 13.5 Rest Periods

All employees shall have two rest periods of fifteen (15) minutes each within each work period which exceeds six (6) hours, one rest period to be granted before, and one after, the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one rest period during such a shift. Rest periods shall not be taken earlier than one (1) hour after the commencement of work or later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### 13.6 Work Location

- (a) Every employee covered by this Agreement shall be assigned a designated Point of Assembly. When temporarily assigned to another work location, time spent traveling from the employee's residence to the new work location in excess of the length of time normally spent traveling from the employee's residence to his/her designated Point of Assembly shall be considered as time worked.
- (b) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.
- (c) Except in the case of temporary assignment for a duration of less than one (1) month, or in emergencies, the Employer shall give a regular employee written notice, including the reasons, two (2) weeks in advance of implementing any change in the employee's designated work location.

## ARTICLE 14 – OVERTIME

### 14.1 Definitions

For the purposes of this Agreement the following definitions shall apply:

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate (x1) of remuneration.
- (c) "*Time and one-half*" means one and one-half times (x1.5) the straight-time rate.
- (d) "*Double time*" means twice (x2) the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half times (x2.5) the straight-time rate.

### 14.2 Overtime Entitlement

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is required by the Employer and authorized in advance;
  - and*
  - (2) the employee does not voluntarily control the duration of the overtime worked.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's hourly rate of pay as specified in Appendix A shall be used.
- (c) Overtime shall be compensated in increments of thirty (30) minutes: however, an employee shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

### 14.3 Recording of Overtime

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

### 14.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half (x1.5) for the first two (2) hours of overtime on a regularly scheduled workday.
  - (2) double time (x2) for hours worked in excess of Article 14.4(a)(1).
  - (3) double time (x2) for all hours worked on a day of rest. The computation of overtime in Articles 14.4(a)(1) and 14.4(a)(2) is to be on a daily basis and not cumulative.
- (b) An employee who works on a designated holiday, which is not a scheduled workday, shall receive his/her regular day's pay at straight time (x1) rate plus additional compensation at double time (x2) for all hours worked, except for Christmas Day and New Year's Day when the additional compensation shall be at the rate of double time and one-half (x2.5) for all hours worked.

- (c) An employee who is required to travel on the Employer's business outside of his/her regular working hours shall be compensated at the applicable overtime rates for the portion of travel time which extends beyond the employee's regular working hours. The Employer shall always pre-determine the necessity for such travel and pre-approve the means of transportation to be used.
- (d) All overtime worked by an employee shall be credited to an accumulating time bank established for him/her and may only be taken in the form of compensating time off (CTO), in lieu of cash payment. Overtime shall be credited at the overtime compensation rate applicable for the time worked. The amount of CTO which an employee may accumulate in his/her time bank shall be limited to a maximum of twenty eight (28) hours. The CTO shall be scheduled at a time which is agreeable to the employee while maintaining the operational requirements of the Society. The Employer agrees not to unreasonably withhold approval for an employee to take time off pursuant to this Article.
- (e) An employee may apply any CTO remaining in his/her bank to maintain his/her salary receipts at one hundred percent (100%) of regular pay during a period of sick leave which would be otherwise compensated at a reduced percentage of regular pay, as specified elsewhere in this Agreement. Once the employee's CTO bank has been exhausted, his/her sick leave pay shall be reduced to the applicable percentage of regular compensation.
- (f) Where the overtime is permitted solely at the direct request of the employee, in order to accommodate his/her personal convenience or commitments, it shall all be compensated at straight time (x1) only and credited to the employee's time bank. Accumulated overtime of this nature shall be limited to a maximum of seven (7) hours and must be pre-authorized by the Chief Executive Officer in each instance.
- (g) Any banked overtime remaining untaken when an employee's employment with the Society terminates shall be paid out in cash.

#### **14.5 Overtime Meal Allowances**

An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after his/her scheduled hours of work shall be provided with the appropriate standard meal allowance. A meal break of one-half (½) hour with pay at straight time rate shall be given. This section shall not apply to an employee who is on travel status which entitles him/her to claim for lodging and/or meals.

#### **14.6 Layoff to Compensate for Overtime**

In all cases, an employee who is required by the Employer to work overtime shall be paid the overtime rates applicable for overtime worked. However, the Employer reserves the right to reduce hours worked by the employee within the regular schedule on subsequent workdays to equalize gross pay to the employee.

#### **14.7 Right to Reasonable Overtime Limits**

The Employer undertakes to organize operations in such a manner as to avoid the requirement for any employee to work extreme hours of overtime for very extended

durations of time against the employee's wishes. However, all employees shall make themselves available for required overtime to cover emergency circumstances, as reasonably defined by the Employer, and for moderate amounts of ongoing regular overtime as required to accommodate normal fluctuations in the operational needs of the Society.

#### **14.8 Call-Out Provisions**

An employee who is called back to work outside of regular working hours shall be compensated for a minimum of three (3) hours, at the applicable overtime rates. The employee shall be compensated from the time he/she leaves home to report for duty until the time he/she returns home, provided that he/she proceeds directly to and from work.

#### **14.9 Rest Interval**

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

#### **14.10 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 working day, shall be paid at the rate of straight-time (x1) for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time (x1) for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked by a part-time employee in excess of Articles 14.10(a) and 14.10(b) above.

#### **14.11 Hours of Work Nanaimo/Northern Gulf Islands Office**

The Parties shall negotiate a separate Agreement specifying Hours of Work for the Nanaimo/Northern Gulf Islands Office.

### **ARTICLE 15 – HOLIDAYS**

#### **15.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

Canada Day  
British Columbia Day

Boxing Day

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

### **15.2 Holiday Falling on Saturday or Sunday**

For an employee whose regular workweek is from Monday to Friday and when one of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. When a holiday falls on a Sunday, and 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 purposes of this Agreement.

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

When a paid holiday falls on an employee's day of rest the Employer shall give the employee a day off in lieu of the holiday, with pay at straight time rate (x1), on the first regularly scheduled workday following the day of rest so affected.

### **15.4 Holiday Falling on a Working Day**

An employee who works on a designated holiday which is also a scheduled workday shall be compensated at double time rate (x2) for hours worked, plus a day off with pay at straight time rate, in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half (x2.5) for hours worked, plus a day off with pay at straight time (x1) rate, in lieu of the holiday.

### **15.5 Holiday Coinciding with a Day of Vacation**

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

## **ARTICLE 16 - ANNUAL VACATION**

### **16.1 Definitions**

For the purposes of this Article the following definitions shall apply:

- (a) "*Vacation year*" - a vacation year shall be the calendar year, commencing January 1 and ending December 31;
- (b) "*First vacation year*" - the first (1<sup>st</sup>) vacation year is the calendar year in which the employee's first anniversary falls.

### **16.2 Earning of Annual Vacation – First Partial Year of Employment**

When an employee works less than a complete calendar year in his/her first (1<sup>st</sup>) year of employment, vacation entitlement shall be accumulated at the rate of one and one-quarter (1¼) days of vacation for each full month of work completed.

### **16.3 Earning of Annual Vacation – Full Calendar Year of Employment**

- (a) A full-time employee shall have an annual vacation entitlement as follows:
  - (1) first (1<sup>st</sup>) vacation year – fifteen (15) working days;
  - (2) second (2<sup>nd</sup>) vacation year to sixteenth (16<sup>th</sup>) vacation year – fifteen (15) working days plus one (1) additional working day per vacation year completed.
- (b) A regular part-time employee shall have a pro-rated annual vacation entitlement.

### **16.4 Prime Time Vacation Period**

The Employer shall make all reasonable efforts to accommodate each employee's preferred choices for vacation time. However, such accommodation shall always be subject to the right of the Employer to maintain minimum necessary operational capability and staffing levels at all times. The Employer shall determine the maximum number of employees permitted to take their vacation entitlement at the same time, particularly portions taken during the prime time vacation period between April 15<sup>th</sup> and October 15<sup>th</sup> inclusive.

### **16.5 Vacation Choice Priority and Allocation System**

In order to ensure equitable access to preferred vacation times for every employee the system used for allocation shall be as follows:

- (a) Minimum Staffing Levels:

Unless specifically pre-authorized by the Chief Executive Officer, the Society shall maintain a minimum of two (2) Counsellors and one (1) Administrative Support employee on duty during normal hours of operation. The two (2) Counsellors shall not both be on duty at the same work location. Approval of all leave, including vacation requests, shall be subject to the need to maintain these minimum staffing levels at all times.
- (b) Allocation of Vacation for Counsellors within the same work location:

On the first occasion when two (2) or more Counsellors within the same work location request the same vacation period, the Counsellors shall have priority of choice in order of their respective service seniorities. On the next occasion, the priority of choice shall be in the reverse order of service seniority. Thereafter, the Counsellors shall alternate priority of choice whenever a conflict in requested dates occurs. These provisions shall apply irrespective of the time interval between the occurrence of the conflicts in requested dates.
- (c) Allocation of Vacation for Counsellors at different work locations:

Counsellors may, from time to time, be required to provide coverage for other work locations in order to maintain service delivery during vacation periods. When two (2) or more Counsellors at different work locations request the same vacation period, and this would result in staffing levels for the Society falling below the minimum levels specified in Article 16.5(a), the same procedure as specified in Article 16.5(b) shall be followed to allocate vacation equitably.
- (d) Regular vacations shall always have priority over banked vacation time.

## **16.6 Vacation Schedules**

(a) Submission of Requests for Vacation:

Employees shall submit their requests for annual leave, in writing, to the Chief Executive Officer by January 31<sup>st</sup> of each year and the approved schedule for staff vacations shall be posted by February 28<sup>th</sup>.

(b) Notice for Exercise of Seniority Rights for Vacation:

An employee who wishes to exercise his/her seniority rights under Article 16.5 must give written notification to the Chief Executive Officer within two (2) weeks of receiving the completed schedule for staff vacations. Failure to provide such notification within the time specified shall result in loss of vacation seniority rights for the remainder of the calendar year.

## **16.7 New Employees**

An employee earns but is not entitled to take vacation leave during his/her first six (6) months of continuous employment.

## **16.8 Approved Vacation Protection**

Except in cases of emergency, a vacation schedule already approved for an employee may only be altered by the mutual agreement of both the Employer and the employee.

## **16.9 Approved Leave of Absence with Pay During Vacations**

When an employee is entitled to any leave of absence with pay and this leave overlaps with his/her regularly scheduled vacation, there shall be no loss of vacation credits and the full period of vacation so displaced shall be taken later at a mutually agreed time.

## **16.10 Call Back on Vacation**

An employee who has commenced his/her annual vacation shall not be called back to work except in cases of extreme emergency.

## **16.11 Vacation Carry Over**

An employee may carry over up to five (5) days of vacation leave, per vacation year, into the following (i.e. second) vacation year. All of the time carried over must be taken in the second year and must be expended first, before any of the new vacation entitlement is taken. An employee shall not receive cash in lieu of vacation time except upon termination.

## **16.12 Vacation Credits Upon Death**

When an employee dies, any unused vacation entitlement shall be paid in cash to the beneficiary designated by the employee, or otherwise to the employee's estate.

## ARTICLE 17 - SICK LEAVE

### 17.1 Employee's Obligation to Inform Employer

An employee who is sick or injured shall inform the Employer at the earliest possible opportunity of his/her inability to work. The employee shall also make all reasonable effort to keep the Employer updated as to his/her expected date of return to duty.

### 17.2 Medical Confirmations and Reports

The Employer shall have the right to require a written confirmation from a qualified medical practitioner, for an employee who has been on sick leave in excess of five (5) working days. In cases where it appears to the Employer that a pattern of consistent absence is developing, the Employer shall have the right to require the employee to obtain a medical report, at the employee's own cost, from any readily available qualified medical practitioner, from the first day of each absence from work. In such circumstances, the Employer shall provide written notice of this requirement to the employee, which notice shall remain in effect until the problem has been resolved.

### 17.3 Ineligibility for Sick Leave

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

### 17.4 Medical and Dental Appointments

- (a) Employees shall be allowed up to two (2) hours absence from work, without loss of pay, to attend a medical or dental appointment. Longer absences shall be unpaid and the employee may select adjustment by means of deduction from pay, deduction from his/her remaining annual vacation, or deduction from any banked compensatory time off (CTO) available.
- (b) The Employer shall have the right to require an employee to provide written confirmation of attendance at a medical or dental appointment, where deemed necessary.

### 17.5 Travel Time for Medical and Dental Care

- (a) Where specialist medical or dental care required by an employee, or his/her immediate family, is not available within the local community, the Employer may authorize additional leave from work, without loss of pay, to cover travel to a distant treatment facility.
- (b) Each case shall be reviewed on its individual merits and determined at the discretion of the Chief Executive Officer. The Employer may require written confirmation from a qualified medical or dental practitioner that the treatment could not be provided by facilities or practitioners available closer to the employee's location.

### 17.6 STIIP (Short Term Illness and Injury Plan)

- (a) A permanent employee who works at least twenty (20) hours per week shall qualify for protection under the STIIP as described in Article 26.10.

- (b) A permanent employee who works between fifteen (15) and nineteen (19) hours per week shall qualify for protection under the STIIP as described in Article 26.11 (b) (iii).
- (c) An employee who works less than fifteen (15) hours per week shall not be eligible for STIIP coverage.

## **ARTICLE 18 - CAREER DEVELOPMENT**

### **18.1 Purpose**

It is recognized that an improved service to the Society's clients should result if employees are encouraged and offered opportunities to improve their professional knowledge and skills, in appropriate areas, on an ongoing basis.

### **18.2 Labour/Management Committee**

The Labour/Management Committee shall play a role in developing and providing recommendations to the Employer relating to educational leave and other types of professional development for the employees of the Society. Areas considered may include the identification or establishment of suitable training programs, equitable eligibility requirements and selection procedures which might be applied, as well as suitable financial allowances.

### **18.3 Personal Educational Leave and Allowances**

Personal educational leave and/or allowances may be granted to an employee, with or without pay, subject to the operational requirements of the Society and the relevance of the education to the needs of the Employer, as determined by the Chief Executive Officer.

### **18.4 Training Leave**

An employee shall be granted leave with pay when he/she is required by the Employer to undertake training. The Employer shall bear the full cost of the training, including tuition, entrance or registration fees, official texts, and other required materials. The Employer shall also reimburse the employee for his/her travelling subsistence and other legitimate expenses, where applicable.

### **18.5 Leave for Writing Examinations**

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

### **18.6 Professional Development Leave**

- (a) Approval for an employee to be released from his/her regular duties to attend any professional development program shall always be subject to the need for the Society to maintain operational capability and the minimum regular staffing levels (as specified in Article 16.5(a)) and to respond to emergencies, at all times. The Employer shall make

every reasonable effort to organize operations in a manner consistent with accommodating the scheduled professional development activities of the employees.

- (b) The employee shall be attending, or presenting, at a conference, workshop, symposium, seminar, or similar type out-of-service program, directly related to his/her field or specialization.
- (c) The proposed professional development activity shall be meet appropriate standards for quality and content consistent with the professional goals and standing of the Society, as defined by the Chief Executive Officer.
- (d) The employee shall be required to submit a written request for each professional development leave, to the Chief Executive Officer, at least one month in advance of the date of the proposed leave. The written request shall clearly outline the intended purpose and nature of the program, together with a rationale for how it is expected to improve the employee's capacity to assist the clients of the Society. Official brochures, or other promotional materials describing the program and the credentials of the individuals providing the training or presentation, shall be attached.
- (e) A full-time Counsellor shall be entitled to a professional development allowance of up to two thousand dollars (\$2000) each fiscal year, to cover all the costs of his/her programs, including associated travel. A part-time Counsellor shall be entitled to a pro-rated professional development allowance. Unused portions of the allowance shall have no redeemable cash value to a Counsellor under any circumstances.
- (f) An Administrative Support employee shall be entitled to an annual training allowance of up to five hundred dollars (\$500.00). A part-time Administrative Support employee shall be entitled to a pro-rated training allowance. Unused portions of the allowance shall have no redeemable cash value to an employee under any circumstances.
- (g) An employee may carry forward up to seventy-five percent (75%) of his/her annual professional development or training allowance into the following (i.e. second (2<sup>nd</sup>)) fiscal year. Allowance carried forward which remains unused at the end of the second (2<sup>nd</sup>) fiscal year shall be forfeit. For accounting purposes, banked accrual from a previous year shall always be applied to expenditures before any allotment from the current year.
- (h) All employees shall be granted up to ten (10) days professional development or training leave with pay each fiscal year.
- (i) An employee may carry forward up to twenty five percent (25%), equivalent to two and one half days (2.5 days) of his/her annual professional development or training leave into the following (i.e.) second (2<sup>nd</sup>) fiscal year. Days carried forward which remain unused at the end of the second fiscal year shall be forfeit. Professional development or training leave days may not be taken as time off for any other purpose and shall have no cash value as an employee benefit under any circumstances.
- (j) An employee who attends a conference, workshop, symposium, seminar, or similar type of out-of-service program, at the direct request of the Employer shall be considered to be on duty while in attendance or traveling to the meeting, and such time shall not be counted as part of the employee's professional development or training leave.

**ARTICLE 19 – PROFESSIONAL ASSOCIATION MEMBERSHIP AND  
PROFESSIONAL LIABILITY INSURANCE**

**19.1 Professional Association Membership and Professional Liability Insurance for  
Counsellors**

As a condition of hiring and ongoing employment, a Counsellor shall be required to qualify for and maintain membership in an appropriate accredited professional association acceptable to the Employer. The Counsellor shall also be required to qualify for and maintain comprehensive professional liability and malpractice insurance sufficient to cover all risks applicable to his/her role within the Society. The appropriate insurance carriers, classes of coverage and liability limits shall be determined by the Chief Executive Officer. For full-time employees, all costs of membership applications, annual dues, and insurance premiums shall be borne by the Employer. For regular part-time employees, the Employer shall contribute a pro-rated portion towards all such costs.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE**

**20.1 Bereavement Leave**

- (a) In the case of bereavement within an employee's "immediate family" the employee shall be entitled to special leave for his/her regularly scheduled hours, at the employee's regular rate of pay, from the date of the bereavement through the date of the funeral to a maximum of five (5) working days.
- (b) "Immediate family" is defined as an employee's wife, husband, common-law spouse (including same-sex partner), parent, child, brother, sister, father-in-law, mother-in-law, official fiancé, and any other relative with whom the employee permanently resides.
- (c) In the event of the death of an employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day, at his/her regular rate (x 1) of pay, for the purpose of attending the funeral.
- (d) When an employee is on vacation leave at the time the bereavement occurs, the employee shall be granted bereavement leave and shall be credited the appropriate number of vacation days to be taken at a later date.
- (e) Bereavement leave shall not be granted to an employee who is on leave of absence without pay, unless such leave had been granted for compassionate reasons involving the illness of an "immediate family" member who subsequently dies.
- (f) In all cases, limited additional leave may be granted by the Chief Executive Officer if warranted by special needs, such as extended travel or unusual family circumstance.

**20.2 Special Leave**

- (a) Except when an employee is on leave of absence without pay, the employee shall be entitled to special leave for his/her regularly scheduled hours, at the employee's regular rate (x 1) of pay, for the following:
  - (1) Attending wedding of the employee's child one (1) day

- |   |                  |
|---|------------------|
| (2) Birth or adoption of the employee's child                           | one (1) day      |
| (3) Serious household or domestic emergency of the employee             | one (1) day      |
| (4) Moving the personal household furniture and effects of the employee | one (1) day      |
| (5) Employee attending his/her formal hearing for Canadian citizenship  | one (1) day      |
| (6) Court appearance for the employee's child                           | one (1) day      |
| (7) Attending funeral as a mourner                                      | one-half (½) day |
| (8) Illness or hospitalization of the employee's dependent child        | two (2) days     |
- (b) Two (2) weeks' notice shall be required for approval of leave under Article 20.2(a)(1) and Article 20.2(a)(5).
- (c) An employee is eligible for special leave under Article 20.2(a)(4) only when the employee;
- (1) is maintaining a self-contained household.  
*and;*
  - (2) is changing his/her place of residence, which necessitates moving his/her personal household furniture and effects during his/her normal working hours.  
*and;*
  - (3) has not already qualified for special leave under 20.2(a)(4) on two (2) occasions within the preceding twelve (12) months.
- (d) An employee is eligible for special leave under 20.2(a)(8) only when;
- (1) the illness of the employee's child is sufficiently severe as to necessitate the presence of an adult caregiver, or the child is too young to be left alone, during the normal working hours of the employee.  
*and;*
  - (2) there is no appropriate adult caregiver available other than the employee.  
*and;*
  - (3) the employee notifies the Employer of his/her inability to report to work, and likely date of return, at the earliest possible opportunity.  
*and;*
  - (4) the total combined leave granted to the employee under Articles 20.1 (Bereavement Leave) and 20.2 (Special Leave) does not exceed ten (10) working days per calendar year, except where additional special leave has been approved by the Chief Executive Officer.  
*and;*
  - (5) the employee provides a diagnostic and prognostic report from a qualified medical practitioner regarding the health of the child when requested by the Employer as a result of a pattern of consistent absence.

### 20.3 Full-Time Union or Public Duties

- (a) The Employer shall grant, on written request, leave of absence without pay:

- (1) for employees to seek election in a Municipal, Provincial or Federal election;
  - (2) for employees selected for a full-time position with the Union, or any body with which the Union is affiliated, for a period of one (1) year;
  - (3) for employees elected to a public office for a maximum period of five (5) years;
  - (4) for an employee elected to the position of President of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.
- (b) Upon returning from such leave of absence, the employee shall be eligible for the first available vacancy for which he/she is qualified.
- (c) Employees who continue to work while elected to any level of public or union office shall ensure that the duties of that office do not impinge upon the performance of his/her regularly scheduled duties.

#### **20.4 Leave for Court Appearances**

- (a) Except when an employee is on leave without pay, the Employer shall grant paid leave, at the employee's regular rate (x1) of pay, to employees who are required to serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's own 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 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 on behalf of the Employer shall be at his/her regular rate (x1) of pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

#### **20.5 Elections**

An employee who is eligible to vote in a Federal, Provincial or Municipal election, or a referendum, shall be given four (4) consecutive clear hours to vote within the period that the polls are open. Any other right afforded under the *Election Act* or the *Employment Standards Act* shall also apply.

#### **20.6 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence, without pay, to an employee requesting such leave for an emergency or unusual situation. Such requests shall be submitted, in writing, to the Employer and approval shall not be unreasonably withheld.

## ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

### 21.1 Maternity Leave

- (a) A pregnant employee shall become eligible for maternity leave upon completion of her probationary period.
- (b) Upon written request, the employee shall be granted leave of absence without pay for a period not exceeding one (1) year.
- (c) The period of maternity leave without pay shall commence eleven (11) weeks before the expected date of delivery.
- (d) Upon written request, the employee shall be permitted to defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) On return from maternity leave an employee shall be placed in her former position.
- (f) The Employer shall maintain the regular provisions of the Society for medical, extended health, dental, group life, and weekly indemnity coverage for the employee during her maternity leave and shall pay the Employer's regular share of these premiums.
- (g) Notwithstanding Articles 16.3 and 16.11, vacation entitlements and vacation pay shall continue to accrue for the first six (6) months of maternity leave providing the employee returns to work thereafter for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 16.11.
- (h) Maternity leave for employees within their initial probation period shall be in accordance with the Employment Standards Act.

### 21.2 Parental Leave

- (a) The purpose of parental leave is for the primary care and custody of newborn or newly adopted child(ren) of pre-school age by an employee.
- (b) Upon written request, an employee shall be granted parental leave without pay for a period not exceeding thirty-four (34) weeks following the birth or adoption of the employee's child(ren).
- (c) The Employer shall maintain the regular provisions of the Society for medical, extended health, dental, group life, and weekly indemnity coverage for the employee during her maternity leave and shall pay the Employer's regular share of these premiums.
- (d) Where this provision is claimed in combination with Article 21.1 the combined leave(s) shall not exceed fifty-two (52) weeks.

### 21.3 Adoption Leave

Upon written request, an employee shall be granted leave of absence without pay for a period not exceeding one (1) year following the adoption of a child. The employee shall furnish documentary proof of adoption to the Employer.

#### **21.4 Seniority Rights on Reinstatement**

An employee who returns to work after the expiration of maternity, parental, adoption, or extensions to such leave shall retain his/her service credits and seniority rights accumulated prior to the leave of absence, and shall be credited with seniority accrued during the leave. However, if the employee does not apply for re-employment prior to the expiration of the leave he/she shall be deemed to have resigned on the date upon which the leave of absence without pay commenced.

#### **21.5 Extension of Parental Leave**

Parental leave without pay shall be extended for an additional period not exceeding six (6) months where there are significant health problems affecting either the child or the employee parenting the child, subject to provision of a certificate from a qualified medical practitioner.

### **ARTICLE 22 - SAFETY AND HEALTH**

#### **22.1 Preamble**

The Employer and the Union agree to cooperate in ensuring that the working environment complies with all safety and health regulations related to the Workers' Compensation Act, the Factories Act or any other Statute of the Province of British Columbia governing the working environment.

#### **22.2 Safety Committee**

All Safety and Health concerns arising within the workplace shall be referred to the joint Labour-Management Committee for review and resolution.

#### **22.3 Injury Pay Provision**

An employee who is injured while working and is required to leave for medical treatment, or is sent home to recover by the Employer, shall receive full payment for the remainder of his/her shift and this time shall not count as sick leave for the employee.

#### **22.4 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for an employee requiring medical care for an injury sustained while working shall be at the expense of the Employer.

#### **22.5 Communicable Diseases and Chemical Sensitivities**

(a) The Employer shall develop and implement reasonable practical procedures to protect employees from acquiring and transmitting communicable diseases, and to limit the exposure of employees with medically diagnosed chemical sensitivities, to the extent feasible. Employees also have a duty to adopt sensible and responsible personal practices which contribute to lowering disease related risks for themselves and others within the workplace.

- (b) It is explicitly recognized that some risk or level of exposure to infection, contagion, and substances which are toxic to unusually sensitive individuals is inevitable within any workplace and this article shall not constitute grounds for an employee to refuse reasonable proximity and types of contact with clients and co-workers.
- (c) Where the Employer becomes aware that a client, or co-worker, may have a reportable communicable disease, the Employer shall take all reasonable steps to verify the facts. Where a probable genuine risk situation is identified, the Employer shall, within the bounds of applicable professional codes of ethics, share information available regarding the level of risk involved with all employees who may have contact with the client or co-worker.
- (d) Where a medically approved preventative vaccination for a reportable communicable disease is available, but is not currently provided free through the public health system, the Employer shall cover the cost of providing such vaccination, on a voluntary basis, to employees who are at risk of contracting the disease as a result of potential exposure within their workplace.

## **ARTICLE 23 - HIRING PROCEDURES**

### **23.1 Job Positions**

- (a) The Employer reserves the right to operate by combining bargaining unit positions within the Society, supplemented with external service providers and consultants on contract, as required by operational considerations, particularly in remote locations and during periods of significant fluctuation in volume of client demand. Where possible, priority shall be given to creation of permanent positions within the bargaining unit.
- (b) When establishing a new position, or filling a vacancy, within the bargaining unit the Employer shall determine whether the position shall be established, or continued, as a full-time or part-time post according to the operational needs and budgetary constraints of the Society. Where possible, priority shall be given to the creation of full-time positions over part-time positions. The Employer shall also determine whether the position shall only be posted internally or whether it may also be necessary to post the position externally in order to obtain a candidate with the required qualifications. The required qualifications shall be determined by the Employer and shall include education, demonstrable applied skills, technical and context knowledge, personal suitability, range, depth, and length of experience within the field.
- (c) Where an in-service applicant believes that he/she has been aggrieved by the decision of the Employer, he/she may grieve the decision pursuant to the regular grievance procedure. No permanent appointment shall take effect until the grievance has been resolved.

### **23.2 Information in Postings**

Postings for vacancies within the bargaining unit shall contain at least the following information: nature of the position, geographic location, minimum educational qualifications and length of professional experience, specific areas of required professional expertise,

required eligibility for professional association membership (if applicable), salary rate or range, requirement for use of a personal automobile (if applicable), requirement to submit to a criminal record check (if applicable). These criteria shall not be established in an arbitrary or discriminatory manner. All job postings shall state: *"This position is open to male and female applicants."*

### **23.3 Probationary Period**

- (a) All new or promoted employees shall serve a probationary period of nine hundred and ten (910) hours of actual service.
- (b) Where significant concerns regarding the performance and/or suitability of an employee arise during his/her probationary period, the Employer may extend the probationary status of the employee for a further period, not to exceed nine hundred and ten (910) hours of actual service time. The employee shall be notified by the Chief Executive Officer, in writing, with a copy to the Union, prior to the extension of his/her initial probationary period. Reasons for the extension of the probation and the areas in which the employee is expected to improve shall be included in the notification. The employee shall be provided with an opportunity to place on record a written response to the Employer's concerns.

### **23.4 Local Union Observer**

The President of the Union, or designate, may sit as an observer on a Selection Committee for posted positions within the bargaining unit. The Union observer must be disinterested with regard to the outcome of the competition.

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

Within seven (7) calendar days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant within the bargaining unit. Upon request, unsuccessful applicants shall be given, in writing, the reasons why they were unsuccessful. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

### **23.6 Promotion**

All vacancies within the bargaining unit shall be posted.

## **ARTICLE 24 - JOINT JOB CLASSIFICATION**

### **24.1 Resolution of Job Classification Issues**

All concerns related to job classification shall be referred to the joint Labour-Management Committee for review and resolution.

## ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

### 25.1 Equal Pay for Equal Work and Work of Equal Value

- (a) Male and female employees performing equal work shall receive the same rate of pay. Equal work shall normally be taken to mean work performed by employees of either sex within the same job classification and at the same step (if any) within that classification.
- (b) Male and female employees performing work of equal value shall receive equivalent compensation.

### 25.2 Paydays

- (a) Employees shall be paid bi-weekly, every second Friday (twenty-six (26) pay periods per annum).
- (b) When a statutory holiday falls on the regular payday, an employee's pay cheque shall be issued on the last working day prior to the payday.
- (c) When a regular payday falls during an employee's annual vacation, the employee shall be issued with post-dated cheques on his/her last day of work prior to commencing vacation.

### 25.3 Rates of Pay

Rates of compensation applicable for each job classification shall be as laid out in Appendix A to this Agreement.

### 25.4 Vehicle Allowance

- (a) Vehicle allowance shall be paid to an employee who is required by the Employer to use his/her personal vehicle for work. The allowance shall only be paid for distance traveled while directly engaged on the Employer's business. Except where specifically pre-authorized by the Chief Executive Officer, travel to and from the employee's home to his/her point of assembly shall not qualify for the allowance.
- (b) An employee who qualifies for the vehicle allowance shall be reimbursed at the rate of compensation (per kilometer) specified within the prevailing Master Collective Agreement between the Province of British Columbia and the BCGEU, unless otherwise varied by special agreement between the BCTEFAS and the Union.

### 25.5 Meal Allowance

- (a) An employee working at distance from his/her regular Point of Assembly shall be entitled to a meal allowance.
- (b) An employee who qualifies for the meal allowance shall be reimbursed at the rate of compensation (per meal) specified within the prevailing Master Collective Agreement between the Province of British Columbia and the BCGEU, unless otherwise varied by special agreement between the BCTEFAS and the Union.

## **25.6 Telephone Allowance**

An employee on travel status, who is required to obtain overnight accommodation, shall be entitled to reimbursement of long distance telephone charges for one (1) personal five (5)-minute call within Canada for every two (2) nights away.

## **25.7 Extraordinary Expenses**

Reimbursement of extraordinary expenses, including special meal costs on occasion, may be approved by the Employer. Except in extreme unanticipated circumstances, such expenses shall require pre-authorization from the Chief Executive Officer.

## **25.8 Travel Advance**

- (a) An employee who is required to travel on the Employer's business, may be provided with an appropriate travel advance, if necessary. A request for a travel advance must be submitted by the employee at least two (2) weeks prior to the date of the trip. The amount of advance shall be determined by such factors as the time and distance away from the employee's regular Point of Assembly, the means of travel used, and the regular frequency of reimbursement.
- (b) Except where otherwise authorized by the Chief Executive Officer, a travel advance must be repaid within one (1) month of completion of the trip.

# **ARTICLE 26 - HEALTH AND WELFARE**

## **26.1 Definition of Full-time Employee**

For the purposes of Article 26 only, a full-time employee shall be defined as a permanent employee who is employed to work at least twenty (20) hours per week on average.

## **26.2 Basic Medical Insurance**

A full-time employee may choose to enroll with the British Columbia Medical Services Plan (MSP) for which the Employer shall pay one hundred percent (100%) of the applicable premium for coverage of the employee and his/her immediate family.

## **26.3 Group Life Insurance / Accidental Death and Dismemberment Insurance / Extended Health Care Plan / Dental Plan**

- (a) The Employer shall maintain in good standing the current Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Care Plan, and Dental Plan provided under Canada Life Policy No.86203, or an alternate standard plan, purchased through another insurance carrier, which provides similar types of coverage and benefits of equivalent overall value to the employees.
- (b) It is explicitly recognized by the Union that both the range and the benefit levels of coverage for employees which can be obtained by the Employer under small group plans offered by insurance carriers may not be comparable, or competitive, with plans available for purchase by large governmental organizations.

- (c) The Employer shall pay one hundred percent (100%) of the monthly premiums for coverage of an employee and his/her immediate family, provided that the employee works sufficient hours to meet the prevailing qualification criteria as set by the benefits insurance carrier contracted to the BCTEFAS.
- (d) An employee who does not work sufficient hours to meet these qualifying criteria shall be considered a part-time employee for the purposes of Article 26.3 and shall receive the alternate benefits as described under Article 26.11.
- (e) The components and terms and conditions of coverage currently provided within the Group Life Insurance, Accidental Death and Dismemberment Insurance, Extended Health Care Plan and Dental Plan shall be as outlined in the document entitled Canada Life Group Insurance Plan – B.C. Transportation Employee and Family Assistance Society Policy 86203, effective July 1, 2000 (see Appendix C).

#### **26.4 Long Term Disability (LTD)**

- (a) A full-time employee shall receive an annual contribution from the Employer of an amount equivalent to one percent (1%) of his/her salary in lieu of a Long Term Disability (LTD) plan.
- (b) The employee shall apply this sum towards private purchase of a personal plan from the carrier of his/her choice offering appropriate terms and conditions. Payments contributed by the Employer shall not be used for any purpose other than purchase of a Long Term Disability (LTD) Plan and the employee shall furnish documentary proof of coverage to the Employer within sixty (60) days of becoming eligible for such coverage.

#### **26.5 Medical Examination**

Except for medical examinations required pursuant to Articles 17.2 or 21.5, if the Employer requires an employee to undergo a medical examination, the Employer shall bear all associated costs and the employee shall be paid during the time absent from work at his/her regular rate of pay.

#### **26.6 Employee and Family Assistance Program (EFAP) Allowance**

- (a) The Employer shall provide funds to permit a full-time employee of the Society to access private Employee and Family Assistance services, on a confidential basis. The employee may select his/her own local counselling provider from mental health professionals holding educational qualifications and professional association membership equivalent to, or exceeding, the minimum requirements for a Counsellor employed by the BCTEFAS. A Counsellor selected by an employee must be pre-approved before treatment commences, and final determination as to the suitability of the qualifications of a proposed service provider shall remain the prerogative of the Chief Executive Officer.
- (b) The Employer shall contribute up to a maximum of five hundred and seventy dollars (\$570) EFAP Allowance per fiscal year, for each full-time employee and his/her immediate family.

- (c) Unused portions of the EFAP allowance shall have no redeemable cash value to an employee under any circumstances and shall be retained by the Employer at the end of each fiscal year.

### **26.7 Retirement Savings Plan**

The Employer shall contribute to a full-time employee's retirement fund of choice, a payment equivalent to the amount an Employer would be required to contribute if the employee was included under the Pension (Public Service) Act.

### **26.8 Copies of Benefit Contracts**

The Employer shall provide the Union with copies of all Benefit Plan contracts and provide each full-time employee with written information summarizing all the benefits available within his/her plan package.

### **26.9 Death Benefit**

- (a) A full-time employee shall be provided with increased Life Insurance and Accidental Death and Dismemberment insurance within the group benefits plan equivalent to two and one half times (x2.5) the employee's annual earnings, to a maximum of two hundred thousand dollars (\$200,000). The Employer shall pay one hundred percent (100%) of the additional premium cost required to provide this increased coverage. This increased level of benefit shall be provided in lieu of all other former death benefit entitlements.
- (b) A part-time employee shall be entitled to death benefit as specified in Article 26.11(b)(ii).

### **26.10 STIIP (Short Term Illness and Injury Plan) for Full-time Employees**

- (a) The Employer shall provide a full-time employee with limited protection from loss of income due to illness or bodily injury, to a maximum of eighteen (18) weeks for each separate instance of sickness or bodily injury.
- (b) The Employer shall pay one hundred percent (100%) of the cost of all premiums and other costs associated with providing the STIIP benefit.
- (c) The benefit for the first seven (7) days of absence within a calendar year, due to an illness or bodily injury, shall be paid at one hundred percent (100%) of regular pay.
- (d) The benefit for all subsequent absences of seven (7) days or less within the same calendar year, due to an illness or bodily injury, shall be paid at seventy-five percent (75%) of regular pay.
- (e) As specified in Article 14.4(e), an employee may apply any balance of credits remaining within his/her CTO bank, in units of one quarter (0.25) day, in order to maintain income at one hundred percent (100%) of regular pay during an absence falling within this category only, until CTO credits are exhausted.
- (f) The benefit for the eighth (8<sup>th</sup>) day through the next seventeen (17) weeks of any consecutive absence within a calendar year, due to an illness or bodily injury, shall be paid at seventy percent (70%) of regular pay, or to a limit of eight hundred and fifty (\$850) dollars per week, whichever is lower.

## 26.11 Benefits for Part-time Employees

- (a) Part-time employees working less than fifteen (15) hours per week:

Part-time employees working less than fifteen (15) hours per week shall receive compensation of eighty cents (80¢) per hour worked. This payment shall be provided in lieu of all health and welfare benefits, death benefit, retirement savings plan contributions, STIP coverage, or any other benefit which the Employer may provide for employees working fifteen (15) hours or more per week.

- (b) Part-time employees working fifteen (15) to nineteen (19) hours per week:

Part-time employees working fifteen (15) to nineteen (19) hours per week shall be entitled to the following benefits:

- (1) Health and Welfare Fund:

- (i) The Employer shall establish a fund in the amount of two thousand (\$2,000) dollars for each part-time employee within this category. This fund shall be provided in lieu of all Health and Welfare benefits as described in Articles 26.2, 26.3, 26.4, 26.6, and 26.7.
- (ii) In each fiscal year, an employee may submit eligible health and welfare bills or receipts to the Employer for direct payment, or reimbursement, up to the maximum amount of the fund. In special circumstances, where an employee has particular concerns regarding the confidentiality of his/her personal health information, a qualified neutral third party may be appointed to validate the eligibility of expenses. However, the Employer shall still require reasonable disclosure of information regarding payees, sufficient to prevent the possibility of fraud.
- (iii) An employee may choose to allocate any portion of his/her fund towards payment of standard health insurance premiums or to pay directly for medical, dental, and counselling services. Eligible health and welfare services shall be the same as those services approved under the British Columbia Medical Services Plan (MSP), the Extended Health Care and Dental Plans currently contracted by the Employer, or the Employee and Family Assistance Program operated by the Employer. Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability Insurance, and personal contributions to a Retirement Savings Plan by an employee shall not be eligible for claim from the Health and Welfare fund.
- (iv) Unused portions of the Health and Welfare Fund shall have no redeemable cash value to an employee under any circumstances and shall be retained by the Employer at the end of each fiscal year. The fund shall be renewed to its full value at the beginning of each fiscal year.

- (2) Death Benefit:

- (i) Where a part-time employee in this category dies while in service, a pro-rated death benefit equivalent to one month of the employee's part-time salary for each full year of continuous part-time service completed by the employee, to a

maximum of six (6) months, shall be paid to the beneficiary designated by the employee, or otherwise to the employee's estate.

**(3) STIIP (Short Term Illness and Injury Plan):**

- (i) The Employer shall provide a part-time employee falling within this category with limited protection from loss of income due to illness or bodily injury, to a maximum of eighteen (18) weeks for each separate instance of sickness or bodily injury.
- (ii) The Employer shall pay one hundred percent (100%) of the cost of any insurance premiums or other costs associated with providing the STIIP benefit.
- (iii) The benefit for the first seven (7) days of absence within a calendar year, due to an illness or bodily injury, shall be paid at one hundred percent (100%) of regular pay.
- (iv) The benefit for any subsequent absence of seven (7) days or less within the same calendar year, due to an illness or bodily injury, shall be paid at seventy-five percent (75%) of regular pay.
- (v) As specified in Article 14.4(e), an employee may apply any balance of credits remaining within his/her CTO bank, in units of one quarter (0.25) day, in order to maintain income at one hundred percent (100%) of regular pay during an absence falling within this category only, until CTO credits are exhausted.
- (vi) Where a part-time employee has been absent for his/her regularly scheduled working days for a period of seven (7) consecutive days, the STIIP benefit shall cease from the eighth (8<sup>th</sup>) consecutive day of such absence onwards.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.1 Supply and Maintenance of Equipment**

It shall be the responsibility of the Employer to provide and properly maintain all equipment and supplies required an employee to perform his/her work. An employee shall not suffer any loss of pay if he/she is unable to carry out his/her normal duties due to the failure of the Employer to fulfill these responsibilities, or as a result of power failures or any other circumstances beyond the control of the employee.

### **27.2 Indemnity**

- (a) *Civil Action.* Except where there has been flagrant or willful negligence or recklessness on the part of an employee, the Employer shall not to seek indemnity against an employee whose actions result in a subsequent judgment against the Employer. The Employer shall also pay any judgment against an employee which arises directly out of the proper performance of his/her duties. The Employer shall also pay any legal costs incurred in the proceedings, including those of the employee, arising out of the proper performance of their duties. The legal costs of the employee shall be paid only where the Employer has been provided with an opportunity to pre-approve the choice of legal counsel for the employee. At all stages of the proceedings, legal counsel for the

employee shall be required to obtain pre-authorization from the Employer for any costs to be charged to the Employer for defense of the case.

- (b) *Criminal Action*. Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) Provisions Articles 27.3(a) and 27.3(b) shall not be binding upon the Employer, unless the employee has notified the Employer immediately, in writing, of any incident or course of events which may lead to legal action against the employee or Employer. The intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - (1) when the employee is first approached by any person or organization notifying them of intended legal action against the employee or Employer;
  - (2) when the employee personally requires or retains legal counsel in regard to the incident or course of events;
  - (3) when any investigative body, or authority, first notifies the employee of an investigation or other proceeding which might lead to legal action against the employee or Employer;
  - (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she, or the Employer, might be the object of legal action; or
  - (5) when the employee receives notice of any legal proceeding of any nature or kind.
- (d) Notwithstanding any rights or obligations assigned or waived under Articles 27.3(a) and 27.3(b), the Employer retains the right to require an employee who is defending a civil action or criminal charge, arising out of the performance of his/her duties, or other actions within the Employer's premises, to make primary recourse to his/her professional liability insurance to cover all costs incurred in defending the case in addition to any ensuing judgments against the employee or the Employer. The employee shall be obliged to cooperate in facilitating this process and in minimizing the exposure and liability of the Employer in all reasonable ways possible.

### **27.3 Political Activity**

- (a) *Municipal and School Board Offices* – An employee may seek election to municipal and school board offices provided that the duties of the office, other than regular council or board meetings, do not interfere with the proper discharge of the employee's work duties and ability to attend during the normal working hours of the Society.
- (b) *Federal and Provincial Offices* - There are no restrictions on an employee engaging in political activities on his/her own time as a campaign worker. If an employee is nominated as a candidate for election, the employee shall, upon written request, be granted leave without pay to engage in the election campaign in accordance with Article 20.3. If elected, the employee shall be granted leave of absence without pay for the duration of his/her public service. If not elected, the employee shall be allowed to return to his/her former position.

#### **27.4 Personal Duties**

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

#### **27.5 Payroll Deductions**

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.

#### **27.6 Pay Cheques**

Upon written request, an employee may elect to have his/her pay cheques mailed directly to any chartered bank or credit union in the Province of British Columbia.

#### **27.7 Personal Research**

- (a) Subject to prior approval by the Chief Executive Officer, an employee may use the facilities of the Society to carry out personal research, or projects, on an occasional basis. Such activities shall be without pay and conducted outside of the employee's normal working hours. The employee shall not use the name of the Society in relation to his/her research, or projects, without specific prior permission, in writing, from the Chief Executive Officer. The employee shall also indemnify the Employer, in writing, from any legal liability or damages incurred by the employee as a result of his/her personal research or projects. The cost of any materials used shall be borne by the employee. This approval shall not be unreasonably withheld.
- (b) The personal research, or projects, undertaken by the employee shall be directly related to approved professional developmental areas and shall cause no disruption to the proper performance of the employee's regular duties for the Society or the normal operation of the Society's facilities and delivery of services to clients.

#### **27.8 Copyrights**

- (a) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of his/her duties shall be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.
- (b) The Employer agrees that an employee may prepare articles, technical papers and/or instructional notes on his/her own time and copyrights for such material shall be vested in the employee.
- (c) Confidential information shall not be disclosed without prior written permission from the Employer.

**ARTICLE 28 – TERM OF AGREEMENT**

**28.1 Duration**

The term of this Agreement shall be three (3) years.

**28.2 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 May 1, 2003 but in any event, not later than midnight May 31, 2003.
- (b) Where no notice is given by either Party prior to August 31, 2003, both Parties shall be deemed to have been given notice under this Section on May 31, 2003 and thereupon Section 28.3 of this Article applies.
- (c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Chief Executive Officer of the Society.

**28.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Section 28.2 of this Article, the Parties shall commence collective bargaining within fourteen (14) days after the notice was given.

**28.4 Changes in Agreement**

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

**28.5 Effective Date of Agreement**

The provisions of the Agreement shall come into full force and effect on the date of ratification.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Duncan M. Stewart, Chief Executive Officer

\_\_\_\_\_  
Philip Campbell, Committee Member

\_\_\_\_\_  
Susanne Fossey, Chair - Board of Directors

\_\_\_\_\_  
Ken Holmes, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

APPENDIX A

ANNUAL AND HOURLY RATES OF PAY (RE: ARTICLE 25.3)

Table 1 – Annual Rates

Classification	Annual Rate Effective 01 SEP 2000	Annual Rate Effective 01 SEP 2001	Annual Rate Effective 01 SEP 2002	Annual Rate Effective 31 AUG 2003
EFAP Counsellor	\$49,325.28	\$51,051.66	\$52,327.96	\$53,636.15
EFAP Administrative Assistant	\$38,163.12	\$39,498.83	\$40,486.30	\$41,498.46
EFAP Senior Secretary	\$34,693.56	\$35,907.83	\$36,805.53	\$37,725.67
<i>Term of the Agreement:</i> September 1, 2000 to August 31, 2003 inclusive.				

Table 2 – Hourly Rates

Classification	Hourly Rate* Effective 01 SEP 2000	Hourly Rate* Effective 01 SEP 2001	Hourly Rate* Effective 01 SEP 2002	Hourly Rate* Effective 31 AUG 2003
EFAP Counsellor	\$27.11	\$28.05	\$28.76	\$29.47
EFAP Administrative Assistant	\$20.97	\$21.71	\$22.25	\$22.81
EFAP Senior Secretary	\$19.07	\$19.73	\$20.23	\$20.73
<i>Term of the Agreement:</i> September 1, 2000 to August 31, 2003 inclusive. *Hourly rate = annual rate ÷ 1,820 hours				

**APPENDIX B**

**JOB DESCRIPTIONS**

Job Descriptions shall be determined by the Employer in consultation with the Labour-Management Committee.

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*EFAP Counsellor*

\*\*

*EFAP Administrative Assistant*

\*\*

*EFAP Senior Secretary*

\*\*

**APPENDIX C**

**CANADA LIFE GROUP INSURANCE PLAN – Policy No. 86203  
B.C. TRANSPORTATION EMPLOYEE AND FAMILY ASSISTANCE SOCIETY**

**Effective: July 1, 2000**

**LETTER OF UNDERSTANDING #1**

**Re: Conflict of Interest Provisions - Counsellors**

The BCGEU and the BC Transportation Employee & Family Assistance Society (BCTEFAS) agree that:

1. While employed by the BCTEFAS, a unionized Counsellor shall not accept private referrals from any individual directly associated with the Society or with any of its member organizations. It is not the intent of the Employer to limit opportunities for employees to develop private practice with clients who are unrelated to the Society, provided this does not interfere with the proper performance of their duties for the Society or generate a situation of conflict of interest. Where there is potential for conflict of interest to arise, or the situation is unclear, the employee shall consult with the Chief Executive Officer in advance of meeting with the individual seeking counselling. Where doubt still remains after this consultation, the employee shall not proceed to provide service to the client in question.
2. The Counsellor undertakes that, after leaving the employment of the Society, for a period of, two (2) years he/she shall not solicit work from any clients of the Society either in person, or indirectly as an employee or contractor for any other organization.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Duncan M. Stewart, Chief Executive Officer

\_\_\_\_\_  
Philip Campbell, Committee Member

\_\_\_\_\_  
Susanne Fossey, Chair - Board of Directors

\_\_\_\_\_  
Ken Holmes, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**LETTER OF UNDERSTANDING #2**

**Re: Computer-Generated Duties – Clerical Support Employees**

The BCGEU and the BC Transportation Employee & Family Assistance Society (BCTEFAS) agree that:

1. Duties involving production of final copies of extensive word-processed documents which have been a traditional and customary duty of the clerical support staff of the BCTEFAS shall continue to be performed by those employees.
2. Duties involving data entry and maintenance of computer databases for client and accounting records and production of associated summary reports which have been a traditional and customary duty of the clerical support staff of the BCTEFAS shall continue to be performed by those employees.
3. Document transfer between the Employer, unionized counselling staff, and unionized clerical support staff may be completed using printed hard copy, electronic storage media, fax, or electronic mail.
4. New, special, or unusual projects such as research or training programs and graduate student supervision shall be excluded from the provisions of this letter of understanding.
5. Nothing within this letter of understanding is intended to limit the right of management and other excluded personnel to personally prepare, duplicate, or distribute word-processed documents, or to work with the computer databases of the BCTEFAS, as required for the proper performance of their duties. In particular, the preparation and disposition of all documents and data related to confidential management information, by any means, shall be specifically excluded from any limitation on the Employer imposed or implied by this letter of understanding.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Duncan M. Stewart, Chief Executive Officer

\_\_\_\_\_  
Philip Campbell, Committee Member

\_\_\_\_\_  
Susanne Fossey, Chair - Board of Directors

\_\_\_\_\_  
Ken Holmes, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.