

**COLLECTIVE AGREEMENT**

**between the**

**SALMO COMMUNITY RESOURCES SOCIETY**

**REPRESENTED BY**

**COMMUNITY SOCIAL SERVICES EMPLOYERS' ASSOCIATION  
(CSSEA)**

**and the**

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

**Effective from April 1, 1998 to March 31, 2003**

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**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

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

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

**1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

**1.3 Conflict with Policy**

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

**1.4 Use of Terms**

(a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural*

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

**1.5 No Discrimination**

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

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

**ARTICLE 2 - DEFINITION OF EMPLOYEES**

(a) A regular full-time employee is one who works regularly scheduled shifts as identified in Article 14.2(a). These employees are entitled to all benefits outlined in this Collective Agreement.

(b) A regular part-time employee is one who works on a schedule of hours which is less than the number of hours constituting full-time employment as outlined in Article 14. A regular part-time

employee is entitled to all benefits of this Agreement on a prorated basis except as provided for in Article 27, Health and Welfare Benefits.

(c) Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Article 14.2(e) have not requested topped up hours. These periods shall not exceed three (3) months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

(d) "Special Project Employees" are employees hired for a specified period of time, not to exceed three (3) months, for special projects as mutually agreed between the Employer and the BCGEU including employees hired under the auspices of a Federal or Provincial Special Employment Program. Such employees shall be members of the B.C. Government and Service Employees' Union and will be considered casual employees for purposes of the Collective Agreement. Wage rates shall be subject to mutual agreement between the Parties. If the special project continues past a three (3) month period, the Parties may mutually agree to a further period of three (3) months. If the special project continues, the position shall be posted.

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Unit Defined

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

#### 3.2 Bargaining Agent Recognition

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

#### 3.3 Correspondence

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

#### 3.4 No Other Agreement

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

#### 3.5 No Discrimination for Union Activity

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

#### 3.6 Recognition and Rights of Stewards

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

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

The duties of stewards shall include:

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

### **3.7 Bulletin Boards**

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

### **3.8 Union Insignia**

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

### **3.9 Time off for Union Business**

Leave of absence without loss of seniority will be granted in the following manner:

- (a) *Without Pay*
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;
  - (3) for employees who are representatives of the Union on a bargaining committee, to attend meetings of the bargaining committee;
  - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body;
  - (5) to employees who are representatives of the Union on the bargaining committee to carry on negotiations with the Employer;
  - (6) to stewards to maintain all bulletin boards and binders; and
  - (7) to employees who are designated by the Union to sit as observers on a selection panel in accordance with Article 24.6.

(b) *Without Loss of Pay*

(1) to stewards, or their alternates, to perform their duties as per Article 3.6;

(2) to employees appointed by the Union as Union representatives to attend Joint Labour/Management Committee meetings during their working hours.

(c) The Union and the employee will make every effort to provide as much advance notice as possible for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary.

### **3.10 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 appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.

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

### **3.11 Labour Relations Code**

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

### **3.12 Emergency Services**

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

## **ARTICLE 4 - UNION SECURITY**

(a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union and maintain such membership upon completion of thirty (30) days as an employee.

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

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

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

(b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

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

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

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

**ARTICLE 7 - EMPLOYER'S RIGHTS**

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

**ARTICLE 8 - EMPLOYER/UNION RELATIONS**

**8.1 Representation**

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

**8.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or his designate. The Union shall have the

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

### **8.3 Union Representatives**

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

### **8.4 Labour Management Committee**

(a) There shall be established a Labour/Management Committee composed of two (2) Union representatives and two (2) Employer representatives. The Parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad-hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

(b) The Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

(c) An Employer representative and a Union representative shall alternate in presiding over meetings.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing grievances and misunderstanding;
- (3) suggesting staff training needs and addressing any concerns in this regard;
- (4) sharing of information regarding current issues, trends and policies.

### **8.5 Technical Information**

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

## ARTICLE 9 - GRIEVANCES

### 9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

### 9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, she shall not, where possible, act as a steward in respect of her own grievance, but shall submit the grievance through another steward or Union staff representative.

### 9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 9.4, must do so not later than thirty (30) days after the date:

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

### 9.4 Step 2

- (a) Subject to the time limits in Section 9.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

### 9.5 Time Limit to Reply to Step 2

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

### **9.6 Step 3**

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

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

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

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

### **9.8 Failure to Act**

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

### **9.9 Time Limit to Submit to Arbitration**

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

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

### **9.10 Amending of Time Limits**

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

### **9.11 Dismissal or Suspension Grievance**

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

### **9.12 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

### **9.13 Policy Grievance**

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

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

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

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

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

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

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

When a party has requested that a grievance be submitted to arbitration, an Arbitrator shall be selected from the agreed upon list outlined in Appendix B.

### **10.3 Board Procedure**

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

### **10.4 Decision of Arbitrator**

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

### **10.5 Disagreement on Decision**

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

### 10.6 Expenses of Arbitrator

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

### 10.7 Amending Time Limits

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

### 10.8 Witnesses

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

### 10.9 Expedited Arbitration

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

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

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

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

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

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

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.

(h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Procedure

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

### 11.2 Dismissal and Suspension

(a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend for just cause any employee who has completed her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and the employee shall have the right to have a steward present, provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.

(b) A suspension of indefinite duration shall be considered a dismissal under 11.2 (a) above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

### 11.3 Burden of Proof

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

### 11.4 Right To Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance appraisals.

(b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

(d) Upon the employee's written request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

(e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### 11.5 Performance Appraisals

(a) The Employer and Union agree that performance reviews will not be used as the basis for disciplinary action. This does not apply to evaluations done during the probationary period.

(b) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

### 11.6 Personnel File

- (a) An employee, or the President of the Union or his designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of file entries as requested. The employee or the President, as the case may be, shall give the Employer five (5) working days notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

### 11.7 Right to Have Union Representative Present

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

### 11.8 Abandonment of Position

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

### 11.9 Probation for Newly Hired Employees

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) All new employees will be subject to a probationary period equivalent to six (6) calendar months or four hundred fifty-five (455) hours worked. The probationary period shall not exceed six (6) calendar months. If required, and with the agreement of the Union, the Employer may extend the probationary period; however, this extension shall not exceed ninety (90) days.

Where the probationary employee is a casual employee the maximum probation shall be nine (9) calendar months. Casual employees who subsequently become regular employees shall not be required to complete a new probationary period.

- (c) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this Agreement commencing at Step 3.

*Note: Where current practice indicates a shorter maximum, it will be maintained. Eligibility for benefits shall not be dependent on length of probation.*

### 11.10 Employee Investigations

(a) The Parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

(b) The Employer will make every effort to complete its investigation within fourteen (14) days.

The Employer will notify the President of the Union or his designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to Union representation at such an interview.

## ARTICLE 12 - SENIORITY

### 12.1 Seniority Defined

"Seniority" shall be defined as the length of the employee's continuous employment with the Employer, including service prior to the signing of this Agreement. Full-time employees shall be credited with seniority equivalent to their length of continuous employment. Part-time employees shall be credited with seniority based on all straight-time hours worked with the Employer.

*Note: For those Employers who currently do not prorate part-time seniority, it is agreed that no current part-time employee shall lose seniority ranking relative to other employees on the effective date of the above language. Subsequent to this date, part-time employees shall accumulate seniority as outlined above.*

### 12.2 Seniority List

(a) The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification.

(b) The regular seniority list shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Employer will provide the Union and the Bargaining Unit Chairperson with a copy of the seniority list upon request.

### 12.3 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days' duration. An employee shall continue to accrue seniority if she is absent from work with pay, or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred in the course of employment with the Employer or Union leave. An employee shall lose her seniority only in the event that:

- (a) she is discharged for just cause;

- (b) subject to 12.5, she voluntarily terminates her employment or abandons her position, as per Article 11.8;
- (c) she is on layoff more than one (1) year;
- (d) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days; or
- (e) she is permanently promoted to an excluded position and has passed probation. (Probation shall not exceed the time period referenced in Article 11.9.)

#### **12.4 Re-employment**

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

#### **12.5 Bridging of Service**

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

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

#### **12.6 Same Seniority Date**

When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Definition of a Layoff**

"Layoff" is a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reduction in Hours of Work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, a reorganization, program termination, closure or other material change in organization.

#### **13.2 Pre-Layoff Canvas**

- (a) Prior to the layoff of regular employees under 13.3 the Employer may canvass employees in order to invite:
  - (1) placement into a vacant, regular position in the employee's classification; or
  - (2) placement into a vacant regular position in another classification for which she is qualified and would not be a promotion; or

- (3) placement on the casual call-in and recall lists with no loss of seniority.
- (b) Where layoff affects a substantial number of employees, the Employer shall canvass the employees pursuant to this article.
- (c) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.
- (d) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.

### 13.3 Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority subject to the following:

- (a) The individual with the least seniority will be designated for layoff from the classification within that worksite.
- (b) The date the layoff will commence will be identified.
- (c) The employee designated for layoff shall be placed into a vacant regular position in their own classification with the equivalent number of hours. If this is not possible, the employee may choose from one of the following options:
  - (1) Where less than six (6) calendar months have elapsed since the commencement of a program and where such program is terminated by the funding source, an affected employee, other than a probationary employee, shall be returned to her former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and wage or salary rate without loss of seniority; or
  - (2) the employee may opt to displace the casual employee with the longest remaining appointment for which she possesses the qualifications. An employee who elects this option shall accrue seniority during her term on casual appointment and shall be considered available for recall to regular positions. Upon completion of the casual assignment, she shall re-establish her right to a further twelve (12) months of recall pursuant to Article 13.4; or
  - (3) placement on the casual call in and recall lists, with no loss of seniority; or
  - (4) placement into an equivalent vacant regular position providing she is qualified to satisfactorily perform the duties; or
  - (5) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, provided she is qualified to satisfactorily perform the duties; or
  - (6) to displace the least senior employee in another classification with the equivalent hours provided she is qualified to satisfactorily perform the duties; or
  - (7) to displace the least senior employee amongst the group of employees in the same classification whose hours are up to five (5) hours less per week than the displaced employee providing she is qualified to satisfactorily perform the duties; or
  - (8) to displace the least senior employee in another classification, whose hours are up to five (5) hours less per week than the displaced employee provided she is qualified to satisfactorily perform the duties; or

- (9) to displace the least senior employee in the same classification, regardless of weekly hours, provided she is qualified to satisfactorily perform the duties; or
  - (10) to displace the least senior employee in another classification, regardless of weekly hours, provided she is qualified to satisfactorily perform the duties.
- (d) The above process will apply to employees displaced pursuant to 13.3(c) above.
  - (e) Bumping right must be exercised within seven (7) days of notification of layoff by providing written notice to the Executive Director.
  - (f) Displacements shall not result in a promotion or an increase in hours.

#### **13.4 Recall**

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by registered mail. Employees must accept recall within seven (7) days of receipt of the registered mail.
- (b) The recall period shall be one (1) year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

#### **13.5 Advance Notice**

- (a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service.
- (b) The Employer's liability for compensation for length of service increases as follows:
  - (1) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
  - (2) after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight (8) weeks' wages.
- (c) The liability is deemed to be discharged if the employee:
  - (1) is given written notice of termination as follows:
    - (i) one (1) week notice after three (3) consecutive months of employment;
    - (ii) two (2) weeks' notice after twelve (12) consecutive months of employment;
    - (iii) three (3) weeks' notice after three (3) consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.
  - (2) is given a combination of notice and money equivalent to the amount the Employer is liable to pay; or
  - (3) terminates the employment, retires from employment, or is dismissed for just cause.
- (d) The amount the Employer is liable to pay becomes payable on termination of the employment and is calculated by:
  - (1) totalling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work;

- (2) dividing the total by eight (8); and
  - (3) multiplying the result by the number of weeks' wages the Employer is liable to pay.
- (e) For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

### 13.6 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

### 13.7 Employment Security

The following provisions shall be effective October 1, 1999 except that the income continuance provisions of Section F will be effective October 1, 2000.

(a) *Purpose*

(1) *Preamble*

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

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

(2) *HLAA Board*

The Parties will request the Ministry of health and the HLAAB and to approve the addition of a position for CSSEA and CUPE in order to deal with social services related issues.

(3) *Employment Security*

All Union members covered by this Agreement will be protected by employment security as set out in Article F.

(4) *Enhanced Consultation*

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

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

(b) *Job Training*

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

(c) *Definition of Displacement*

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

(d) *Process*

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

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

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

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

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

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

(e) *Transfer and Closures*

(1) In the event that services or programs are transferred from one Employer to another the following will apply:

Employees will be transferred with the service or program and will port seniority. An employee can refuse a transfer if:

(i) the transfer is out of the region; or

(ii) the employee has other employment options under the Collective Agreement at the Employer from which the service or program is being transferred, except where the transfer is a result of the closure of the Employer's operations.

(2) The Employer receiving the program will determine the number and category of employees. Where the receiving Employer does not need all the employees in a category, opportunities to transfer will be based on seniority, and remaining employees will be entitled to exercise their rights under the Collective Agreement.

(3) Transferring employees will port seniority and will be protected from further displacement until at least the end of the present Agreement, regardless of the Collective Agreement provisions that would otherwise apply. Note that seniority can not be used to bump employees of another Employer but only becomes ported after the employee moves into an existing vacancy.

(4) In the case of the closure of an Employer casual employees with more than three thousand, nine hundred, fifteen (3915) hours of seniority acquired within the five (5) years prior to the closure announcement will be covered by the provision of this article.

(f) *Employment Security*

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

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

(g) *Portability of Seniority*

An employee on the placement list maintains and accrues seniority.

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

(h) *Disputes*

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

(i) *Section 54 of the Labour Relations Code*

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

(j) *Definitions*

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

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

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

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

(2) A "*region*" shall be as defined in Appendix E to this Agreement.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Definitions

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

### 14.2 Hours of Work

- (a) The average hours of work for each regular full-time employee covered by this Agreement shall be thirty-five (35) hours per week or an equivalent mutually agreed by the Parties.
- (b) Where an employee, including a casual, is scheduled/called to work and is not informed prior to arrival at work that she is not required to work, the employee shall be entitled to be paid for a minimum of four (4) hours.
- (c) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Parties to this Agreement.
- (d) Notwithstanding (c), employees may request, in writing, to be scheduled up to six (6) days in a week so as to pick up additional hours up to the maximum hours listed in Clause 14.2(a).
- (e) Additional hours up to the maximum hours listed in Clause 14.2(a) shall be offered to employees by seniority in the following sequential order:
  - (1) full-time employees
  - (2) part-time employees

Qualified regular employees shall be offered additional hours within their worksite before regular employees at other worksites. Remaining additional hours shall be offered to regular employees at other worksites.

Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

A regular employee shall receive her current rate of pay for all additional hours worked within her classification. Additional hours shall be used to calculate all benefits of this Agreement except as provided in Article 27. Hours worked in a different classification shall be under the terms and conditions of employment applicable to casual employees, except seniority, where Article 12 shall apply.

### 14.3 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin within one (1) hour either before the meal period or at the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### 14.4 Flextime

- (a) For the purpose of this Agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
  - (1) choose their starting and finishing times; and

- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. When absences occur at the end of the averaging period, any hours that are required to complete the averaging period will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flextime shall be seventy (70) hours per two (2) week period.
- (d) The workday for those employees on flextime shall not exceed ten (10) hours.

#### **14.5 Staff Meetings**

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay.

#### **14.6 On Call**

- (a) Employees required to be on-call shall be paid \$1.00 per hour, or portion thereof.
- (b) The minimum on-call requirement shall be four (4) consecutive hours.
- (c) Should the Employer require an employee to have a pager, beeper or a cellular phone available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

#### **14.7 Work Schedules**

- (a) Employees shall not be required to work shifts in excess of nine (9) hours unless mutually agreed by the Parties or their designates at the local level.
- (b) Full-time employees shall normally work Monday to Friday, seven (7) hours per day unless on flextime pursuant to Article 14.4.
- (c) Where the Employer proposes to make a permanent change to a shift schedule, the proposed change will be brought to the Labour Management Committee for discussion prior to the implementation of the change.

#### **14.8 Telephone Consultation/Counselling**

- (a) Where an employee is required to be available for telephone consultation/counselling during off duty hours, the Employer shall supply a pager or cellular telephone. Compensation for telephone consultation/counselling shall be paid at the rate of one (1) hour's pay for every three (3) hours of required availability. Employees required to attend at a worksite shall be covered by Article 16.8 Call-back Provisions.
- (b) Where payment is made pursuant to this clause, employees shall not be entitled to payment under the On Call differential provisions of Article 14.7 above.
- (c) Employees required to standby under paragraph (a) will not be required to standby on two (2) consecutive weekends or two (2) consecutive paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

#### **14.9 Work Location**

*Maintain current language.*

## ARTICLE 15 - SHIFTS

### 15.1 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### 15.2 Shortfall of Shifts

There shall be no pay back for shortfall of annual working hours in the shift systems.

### 15.3 Split Shifts

It is understood that there shall be no regularly scheduled "*split shifts*". Employees shall have the right to refuse split shifts.

### 15.4 Notice of Shift Schedules

Schedules of shift work for employees shall be posted at least fourteen (14) days in advance of the starting day of the new schedule.

### 15.5 Short Changeover

- (a) There shall be a minimum of twelve (12) consecutive hours off duty between the completion of one (1) work shift and the commencement of the next.
- (b) When it is not possible to schedule twelve (12) consecutive hours off duty between work shifts all hours by which such changeover falls short of twelve consecutive hours shall be paid at overtime rates in accordance with Article 16.
- (c) If a written request for a change in starting time is made by an employee which would not allow twelve (12) consecutive hours off duty between the completion of one (1) work shift and the commencement of another and such request is granted then the application of paragraphs (a) and (b) of this section shall be waived by all employees affected by the granting of such a request provided they are in agreement.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
  - (1) the scheduled daily hours of a full-time employee;
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half times the straight-time rate.

## **16.2 Overtime Entitlement**

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

## **16.3 Recording of Overtime**

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

## **16.4 Sharing of Overtime**

Overtime work shall be allocated equitably considering availability, qualifications and location of employee.

## **16.5 Overtime Compensation**

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

- (a) time and one-half for the first three hours [two (2) hours effective October 1, 2001] of overtime on a regularly scheduled workday; and
- (b) double time for hours worked in excess of the three hours [two (2) hours effective October 1, 2001] referred to in (a) above;
- (c) double time for all hours worked on a scheduled day of rest.

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

## **16.6 No Layoff to Compensate for Overtime**

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

## **16.7 Right to Refuse Overtime**

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

## **16.8 Call Back Provisions**

Employees called back to work, to work overtime shall be compensated for a minimum of three (3) hours at applicable overtime rates.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her automobile to work the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2.00).

## **16.9 Rest Interval**

An employee required to work overtime beyond her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

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

**16.11 Authorization of Overtime**

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

**ARTICLE 17 - HOLIDAYS****17.1 Paid Holidays**

The following shall be designated as paid holidays:

- (a) New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- (b) Any other holiday proclaimed as a holiday by the federal government or the government of the province of British Columbia shall also be a paid holiday.

**17.2 Holiday Falling on Saturday or Sunday**

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

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

When a paid holiday falls on a regular full-time employee's day of rest, the Employer shall give the employee a lieu day off with pay.

**17.4 Working on a Designated Lieu Day**

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

**17.5 Holiday Falling on a Workday**

An employee who is required to work on a designated holiday shall be compensated at time-and-a-half. Regular full-time employees shall also receive a day off in lieu.

**17.6 Holiday Coinciding With a Day of Vacation**

Where a regular full-time 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.

**17.7 Christmas Day or New Year's Day Off**

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

**17.8 Paid Holiday Pay**

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

**17.9 Holiday Pay for Part-time Employees**

Regular part-time employees shall receive 4.2% of straight-time pay instead of a day off with pay.

**17.10 Religious Holidays**

An employee shall have the option of working Boxing Day and Easter Monday if her worksite is open in exchange for two (2) paid days off to observe religious holidays other than those referenced in Article 17.1. Employees exercising this option shall not be entitled to compensation pursuant to Article 17.5 on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two (2) days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

**17.11 Scheduling of Lieu Days**

For the purpose of Articles 17.3 and 17.5, the scheduling of lieu days shall be by mutual agreement.

**17.12 Other Religious Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) Employees shall provide the Employer with the dates of the two (2) days for which leave will be requested. A minimum of two (2) weeks' notice is required for leave under this provision.

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Annual Vacation Entitlement**

*"Vacation year"* - for the purposes of this Article a vacation year shall be twelve (12) months.

*"First vacation year"* - the first vacation year is the twelve (12) months commencing on the employee's first anniversary of the employee.

Effective October 1, 1999, regular employees shall earn vacation entitlement as follows:

- (a) Up to one (1) year's continuous service - four percent (4%) of straight-time earnings or equivalent time off with pay, and once the employee has completed one (1) year of service her vacation will be retroactively adjusted to six percent (6%) on all hours worked.
- (b) After one (1) year's continuous service - fifteen (15) working days vacation, based on six percent (6%) of straight-time pay
- (c) After three (3) years' continuous service - sixteen (16) working days vacation, based on six point four percent (6.4%) of straight-time pay
- (d) After four (4) years' continuous service - twenty (20) working days vacation, based on eight percent (8%) of straight-time pay
- (e) After five (5) years' continuous service - twenty (20) working days vacation, based on eight percent (8%) of straight-time pay
- (f) After six (6) years' continuous service - twenty- five (25) working days vacation, based on ten percent (10%) of straight-time pay
- (g) After seven (7) years' continuous service - twenty- five (25) working days vacation, based on ten percent (10%) of straight-time pay
- (h) After eight (8) years' continuous service - twenty- five (25) working days vacation, based on ten percent (10%) of straight-time pay
- (i) After nine (9) years' continuous service - twenty- five (25) working days vacation, based on ten percent (10%) of straight-time pay
- (j) After ten (10) years' continuous service - twenty-five (25) working days vacation, based on ten percent (10%) of straight-time pay

An employee earns but is not entitled to receive vacation leave during her first three (3) months of service. Vacations entitlements earned in the first partial year of employment may be taken after three (3) months at the rate of four percent (4%) of straight-time pay.

*Effective October 1, 2001 - 18.1 above shall be replaced by the following:*

The Employer's current practice with respect to the vacation year shall be maintained.

- (a) An employee earns but is not entitled to receive vacation leave during her first three (3) months of service. Vacations entitlements earned in the first partial year of employment may be taken after three (3) months at the rate of four percent (4%) of straight-time pay. Once the employee has completed one (1) year of service her vacation will be retroactively adjusted to six percent (6%) on all hours worked.
- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year's continuous service .....	15 workdays
2 years' continuous service .....	15 workdays
3 years' continuous service .....	16 workdays
4 years' continuous service .....	20 workdays
5 years' continuous service .....	20 workdays
6 years' continuous service .....	25 workdays
7 years' continuous service .....	25 workdays
8 years' continuous service .....	25 workdays

9 years' continuous service .....	25 workdays
10 years' continuous service .....	25 workdays
11 years' continuous service .....	26 workdays
12 years' continuous service .....	27 workdays
13 years' continuous service .....	28 workdays
14 years' continuous service .....	29 workdays
15 years' continuous service .....	30 workdays
16 years' continuous service .....	31 workdays
17 years' continuous service .....	32 workdays
18 years' continuous service .....	33 workdays
19 years' continuous service .....	34 workdays
20 years' continuous service .....	35 workdays

## 18.2 Vacation Preferences

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit.
- (b) An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.
- (c) Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.4.

## 18.3 Vacation Advance

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

## 18.4 Vacation Carry Over

- (a) A regular employee may carry over up to five (5) days vacation leave per year except that such vacation carry over shall not exceed ten (10) days at any time. An employee shall not receive cash in lieu of vacation time, except upon retirement or termination.
- (b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support - Facilities Sub-sector Collective Agreement.

## 18.5 Vacation Schedules

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

(c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

#### **18.6 Vacation Schedule Changes**

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

#### **18.7 Vacation Pay Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1.

#### **18.8 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's estate.

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

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

#### **18.10 Call Back on Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, unless they agree.
- (b) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against the employee's remaining vacation entitlement.

#### **18.11 Prime Time Vacation Period**

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

#### **18.12 Vacation Pay on Termination**

Should an employee's employment terminate prior to the end of the calendar year any unearned vacation taken shall be paid back to the Employer and can be deducted from the employee's final paycheck.

## ARTICLE 19 - SICK LEAVE

### 19.1 Sick Leave Credits

#### (a) *Premium Reduction*

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

#### (b) *Sick Leave Credits (Effective October 1, 1999)*

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

#### (c) All sick leave credits are cancelled when an employee's employment is terminated.

### 19.2 Employee to Inform Employer

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

### 19.3 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period which starts after the date she is on leave of absence without pay, under suspension, layoff, on strike or lockout.

### 19.4 Sick Leave Records

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

### 19.5 Family Illness

*Effective August 1, 1999 through September 30, 2001:*

In the case of illness or hospitalization of a member of the immediate family of an employee, as defined in Article 20.1, the employee may be entitled, after notifying the Employer representative, to access a maximum of two (2) sick leave days per year for this purpose.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay, for up to five (5) consecutive workdays for the purpose of attending the funeral.

Immediate family is defined as an employee's parent, former guardian, partner, child (including step child/ foster child), brother, sister, grandparent, grandchild, or any relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece or nephew the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

It is understood that a partner may be of the same gender. All relationships as above shall be deemed extended to those arising from common-law or same sex relationships.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

Where established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period above, the balance of the bereavement period as provided above, if any, may be taken at the time of the ceremonial occasion.

## **20.2 Special Leave**

*Effective October 1, 2001:*

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

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

## **20.3 Full-time Union or Public Duties**

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

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

## **20.4 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.

- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise her supervisor as soon as she is aware that such leave is required.

## **20.5 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall be granted time off consistent with relevant legislation.

## **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 leave for an emergency or other unusual circumstance. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request the Employer will give written reasons for withholding approval.

## **20.7 Health and Welfare Benefits While on Unpaid Leave of Absence**

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

# **ARTICLE 21 - MATERNITY AND PARENTAL LEAVE**

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

## **21.1 Maternity Leave**

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 21.1 (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- (f) Maternity may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

## **21.2 Parental Leave**

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
- (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 21;
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child;
  - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

## **21.3 Leave without Pay**

All leave taken under Article 21 is leave without pay.

## **21.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 and 21.2 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Article 21.1(f) and/or 21.2 (d). Where an employee is granted total maternity leave under Articles 21.1(a) and 21.1(f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 21.2.

## **21.5 Return from Leave**

- (a) On return from leave, an employee shall be placed in her former position; where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 21.1 or 21.2.

*Note: Paid vacation entitlement will continue to accrue with Employers where this is the current practice.*

## **21.6 Benefit Plan**

If an employee maintains coverage for health and welfare benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

**21.7 Seniority Rights on Reinstatement**

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

**21.8 Sick Leave Credits**

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

**21.9 Extended Child Care Leave**

- (a) Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee shall neither lose nor accrue seniority while on extended childcare leave.
- (b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.
- (c) An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.
- (d) Upon return from extended childcare leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

**ARTICLE 22 - SAFETY AND HEALTH****22.1 Conditions**

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

**22.2 Working Environment**

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

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

### **22.3 Safety Committee**

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Safety Committee. Unless mutually agreed otherwise, the Committee will meet at least once per month to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) The Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) The Safety Committee shall be comprised of a minimum of two (2) members appointed by the Union and two (2) members appointed by the Employer. In no case will the Employer's members outnumber those of the employees.
- (d) A chairperson and secretary shall be elected from and by the members of the committee. Where the chairperson is an Employer member, the secretary shall be an employee member, and vice versa.

### **22.4 Unsafe Work**

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

### **22.5 Workplace Aggression**

- (a) Employees who, in the course of their duties, may be exposed to the risk of violence shall receive training at the Employer's expense. This training will include the means for recognition of the potential for violence, the relevant policies and procedures, the appropriate response to incidents of violence, including how to obtain assistance, and procedures for reporting, investigating and documenting incidents of violence.
- (b) The Employer shall provide the employee with the pertinent information relative to the potential for experiencing violence within any particular workplace. Where the Employer is aware that a client has a history of aggressive behaviour, the Employer shall make such information available to those employees who may be required to provide services to that client.
- (c) Critical Incident Stress Debriefing and post traumatic counselling for individuals who have been the victims of violence in the workplace will be made available. Where an employee requires time off to attend debriefing, it will be without loss of pay.
- (d) The Safety Committee shall develop policies and procedures to minimize the risk of violence to employees, making recommendations to the Employer regarding implementation.
- (e) Employees may be temporarily transferred because of violence in the workplace.
- (f) Where repeated incidents of violence occur, the Safety Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

### **22.6 Injury Pay Provision**

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

### **22.7 Transportation of Accident Victims**

Transportation to the nearest physician or hospital and to the employee's home or return to work, for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

## 22.8 Employee Check In

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

## 22.9 Communicable Diseases

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) Where the Employer is aware of a client with a communicable disease, the Employer shall inform the primary care givers about the inherent risk of the communicable disease.
- (c) The Employer shall provide and pay for pre-exposure Hepatitis B vaccinations to employees at risk of work-related exposure as determined by the Medical Health Officer (MHO) of the Public Health Unit or appropriate health authority.
- (d) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of work-related exposure to the communicable disease as determined by the Medical Health Officer (MHO) of the Public Health Unit or appropriate health authority, at no cost to the employee.

## 22.10 Protective Clothing and Supplies

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

# ARTICLE 23 - TECHNOLOGICAL CHANGE

## 23.1 Definition

"*Technological change*" means:

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

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

## 23.2 Advance Notice

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

## 23.3 Discussions

Within fourteen (14) days of the date of the notice under Section 23.2 of this Article, the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

### **23.4 Employment Protection**

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

### **23.5 Training**

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

### **23.6 New Employees**

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

## **ARTICLE 24 - PROMOTION AND STAFF CHANGES**

### **24.1 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and Union binders, within seven (7) days of the vacancy or of the new position being established, for a minimum of fourteen (14) calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer shall not advertise outside the agency for any position until the end of seven (7) calendar day's internal posting.
- (c) Notwithstanding Article 15.3, prior to posting a regular position consisting of hours that are less than required for benefits as per Article 27, the additional hours will be offered, by seniority, to regular employees who work within the program in which the hours are available. Where the hours do not conflict with an employee's regular schedule, the hours shall form part of her ongoing regularly scheduled hours.

### **24.2 Information in Postings**

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use her automobile in the performance of her duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, *"This position is open to male and female applicants"*, except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state *"this position requires Union membership"*.

### **24.3 Appointment Policy**

In making promotions and transfers, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

#### **24.4 Transfers**

- (a) It is understood by the Parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.10 applies, the Employer shall provide written reasons for permanent transfers, a minimum of fifteen (15) days prior to transfer.

#### **24.5 Trial Period**

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new position after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job or if the employee wishes to return to her former position, she shall be returned to her former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time; but in any event will not exceed six (6) calendar months.

#### **24.6 Local Union Observer**

The President of the Union or his designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested party.

#### **24.7 Notification**

- (a) 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 from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

#### **24.8 Right to Grieve**

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

#### **24.9 Vacation Letters**

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

#### **24.10 Temporary Vacancies**

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Article 24.1.

(b) After three (3) months in the temporary vacancy, successful applicants shall be covered by all provisions of the Collective Agreement, including Health and Welfare benefits for which they are eligible, pertaining to regular employees. If the successful applicant is a casual employee, she shall have the option of continuing to receive 10.2% on each paycheque in lieu of banked vacation and paid holiday pay. Upon termination of the position, the incumbent shall return to her former position and status.

(c) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union, or as specifically permitted in this Agreement.

#### **24.11 Interviews**

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for an interview is made known.

#### **24.12 Deemed Qualified**

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

### **ARTICLE 25 - CAREER DEVELOPMENT**

#### **25.1 Purpose**

Both Parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Article are intended to assist employees in maintaining and improving skills.

#### **25.2 Staff Development Leave**

(a) An employee shall be granted leave without loss of pay, at her basic rate of pay, to take courses (including related examinations), conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, required by or at the request of the Employer. The amount of pay received by an employee shall not exceed the full-time daily hours of work as outlined in Article 14.2.

(b) When such leave is granted, the Employer shall bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer shall also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

(c) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enroll to acquire the skills necessary to enhance opportunities.

(d) Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner.

(e) Should the employee noted above terminate her employment for any reason during the six (6) month period following completion of the above-noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES****26.1 Equal Pay**

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

**26.2 Paydays**

- (a) Employees shall be paid either biweekly on Fridays or semi-monthly at the employee's option.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each period.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (d) If the paycheque is not available on the payday, the Employer, upon request of the employee, shall arrange for the employee to be provided with an adequate advance on her salary.
- (e) When the 15th or the last day of the month falls on a Saturday, Sunday or a Monday which is a statutory holiday, payday shall be on the preceding Friday.
- (f) When the 15th or the last day of the months falls on a statutory holiday, other than a Monday, payday shall be on the day preceding the statutory holiday.

**26.3 Rates of Pay**

Employees shall be paid in accordance with the rates of pay negotiated by the Parties of this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this Agreement.

**26.4 Substitution Pay**

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, she shall receive the rate for the job in the case of a single rate classification. If a salary range is established, she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above her current rate, whichever is greater, but not more than the top of the new salary range.

**26.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

**26.6 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than her regular rate of pay shall maintain her regular rate of pay.

**26.7 Reclassification of Position**

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

## 26.8 Vehicle Allowance

- (a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees who use their own vehicles in the performance of their duties.
- (b) Where an employee uses her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of B.C. and carry the appropriate class of insurance.
- (c) An employee who uses her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-four cents (\$0.34) per kilometre [**effective October 1, 2001:** \$0.36 and **effective October 1, 2002:** \$0.38]. Minimum daily allowance where a claim is to be submitted shall be two dollars (\$2.00).
- (d) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.
- (e) The Parties agree that they have a duty to accommodate employees who are unable to retain a Class IV licence for medical reasons. The duty to accommodate will also apply where an employee does not presently require a Class IV licence and her position is changed to require a Class IV, but the employee is unable to obtain a Class IV due to medical reasons.
- (f) No employee shall be required to continue to transport a specific client in their own vehicle when that client has damaged the employee's vehicle and that employee has had to make an insurance claim on more than one occasion. In such cases, the Employer shall make alternate transportation arrangements for that client which may include another employee willingly using her vehicle.

## 26.9 Meal Allowance

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

	<b>Effective October 1, 1999</b>	<b>Effective October 1, 2000</b>
<b>Breakfast</b> .....	\$7.00 .....	\$8.50
<b>Lunch</b> .....	\$8.00 .....	\$10.50
<b>Dinner</b> .....	\$16.00 .....	\$19.25

## 26.10 Travel Advance

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

## 26.11 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

## 26.12 Classification Appeal Process

- (a) Where an employee believes that her job has been improperly classified, she shall discuss her classification with her immediate Supervisor. On request, the Employer will provide the employee with a written statement of the employee's current job duties.
- (b) If the employee continues to believe that her classification is improper, she may initiate an appeal by filing a grievance directly at Step 3 of the grievance procedure as contained in Article 9. The written

grievance must indicate which classification contained in the pay schedule of the current Collective Agreement the employee believes is the proper classification for the job.

(c) If, following the response at Step 3, there remains a dispute over the employee's classification; the Union may advance the matter to arbitration under Article 10. The Parties may agree to select an Arbitrator other than those set out on the agreed to list for the purpose of obtaining classification expertise.

## ARTICLE 27 - HEALTH AND WELFARE BENEFITS

*Effective October 1, 1999 Health & Welfare plans will be provided through the Health Benefits Trust.*

### 27.1 Eligibility

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes her probation period with a maximum of a three-month waiting period.

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

### 27.2 Termination

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

### 27.3 Definition of Spouse and Other Dependants

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

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

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

### 27.4 BC Medical

*Effective October 1, 1999:*

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

### 27.5 Dental Plan

*Effective October 1, 1999:*

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

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

- (b) The Dental Plan shall cover employees, their spouses and dependent children. The Employer shall pay 100% of the monthly premiums.

*Effective April 1, 2002:*

Details of Plan identical to Community Health, 1998 - 2001 Agreement EXCEPT Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every six months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.

- (a) Eligible regular employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children.
- (c) The Employer shall pay 100% of the premium.

### **27.6 Extended Health Plan**

*Effective October 1, 1999*

(Details of Plan identical to Community Health, 1996/98 Agreement)

- (a) Eligible regular employees shall be provided with an Extended Health Plan covering 80% of eligible expenses, \$25.00 deductible per person or family.
- (b) The Extended Health Plan shall cover employees, their spouses, and dependent children. The Employer shall pay 100% of the monthly premiums.
- (c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$125 every 24 months and the allowance for hearing aids will be \$300 per person every 60 months with an extra \$400 every 60 months for dependent children.

*Effective October 1, 2001:*

(Details of Plan identical to Health Facilities 1998/2001 Agreement)

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.
- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$600 every 48 months.

### **27.7 Group Life and Accidental Death and Dismemberment**

*Effective October 1, 1999:*

Eligible regular employees shall be provided with Group Life and Accident Coverage. The Plan shall provide coverage in the amount of one times (1x) annual income with a minimum of \$15,000 and a maximum of \$25,000, until the age of 65, and shall include accidental death and dismemberment coverage. After the age of 65, the amount of coverage shall decrease by 50% until the age of 70, at which time the group insurance coverage will cease. The Employer shall pay 100% of the monthly premiums.

*Effective October 1, 2000:*

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of one times (1x) annual earnings with a minimum of \$25,000 (effective **October 1, 2002**: \$50,000) and standard 24-hour accidental death and dismemberment insurance until age 65. After the age of 65, the amount of coverage shall decrease to 50% until the age of 70, at which time the group insurance coverage will cease. Coverage shall continue until termination of employment. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (c) The Employer shall pay 100% of the premium.

### **27.8 Long-Term Disability Plan**

Effective **October 1, 1999**, the Employer will provide a long-term disability plan, which shall be the plan provided in the Health Facilities Sector. The plan will cover regular employees who have completed their probationary period and will provide such employees who qualify with salary continuation until the age of sixty-five (65) in the event of a qualifying disability. Enrolment in the plan will be voluntary on a bargaining unit by bargaining unit basis. It is understood that a bargaining unit can opt in at any time. Those opting out will have no LTD plan unless such units already have a plan. The full cost of premiums will be borne by the Employer.

Effective **October 1, 2002**, the full cost of premiums will be borne by the Employer and membership in the plan will be mandatory. This may occur at an earlier date if the experience of the Health Benefits Trust is that demonstrable savings are identified during the term of the Collective Agreement and/or projected demonstrable savings are identified during the term of the Agreement. Any such savings will in the first instance be applied to the reduction or elimination of the employee's contribution for LTD coverage prior to **October 1, 2002**.

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

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

### **27.9 Medical Examination**

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

### **27.10 Qualification For Benefits**

Same sex partners and common law partners shall be eligible for spousal coverage under Health and Welfare Benefits pursuant to Article 27.

**27.11 Copies of Health and Welfare Plans**

A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

**ARTICLE 28 - GENERAL CONDITIONS****28.1 Supply and Maintenance of Equipment**

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

**28.2 Indemnity****(a) Civil Action**

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

- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (2) assume all costs, legal fees, and other expenses arising from any such action.
- (3) The Employer shall have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

**(b) Criminal Action**

Where an employee is charged with an offence resulting directly from the proper performance of her duties, and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal costs.

**28.3 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and obligations under it. For this reason, the Union shall have printed sufficient copies of the Agreement for distribution to employees.

**28.4 Contracting Out**

The Employer shall not contract out bargaining unit work that will result in a layoff.

**28.5 Personal Duties**

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

**28.6 Client Confidentiality**

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

**28.7 Job Descriptions**

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

**28.8 Staff Confidentiality**

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer shall take all reasonable precautions to safeguard it.

**28.9 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties or to hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight-time.

**28.10 Payroll Deductions**

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

**28.11 Administration of Medication**

Employees required to administer or apply medications(s) shall be trained by the Employer at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

**28.12 Personal Property**

On request, and with reasonable notice, the Employer shall provide a secure space for employees to store such personal possessions, wallets, and/or purses when the employees are at the employees designated headquarters.

**28.13 Court**

When employees are required to attend at court and/or court related activities, occasioned as a result of her employment, it shall be considered as time worked (including travel time) and compensated pursuant to the Collective Agreement.

**28.14 Damage to Personal Property**

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay up to a maximum of seventy-five dollars (\$75) repair costs, or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while off duty.

**ARTICLE 29 - HARASSMENT****29.1 Sexual Harassment**

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

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

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

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

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

## **29.2 Personal Harassment**

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

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

(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

## **29.3 Harassment Complaint Procedures**

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

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Executive Director. Where the complaint is against the Executive Director, it shall be submitted to the Board of Directors or other Employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit her report to the Executive Director/Designate in writing within fifteen (15) days of receipt of the complaint. The Executive Director/Designate shall, within ten (10) days of receipt of the reports, give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director's/Designate's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Executive Director/Designate may take interim measures to separate the employees concerned if deemed necessary.
- (f) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this clause.
- (g) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with her written consent.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's/Designate's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) Disciplinary action taken against a harasser pursuant to this clause shall not form the basis of a grievance.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
- (k) This clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Code. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (l) Complaints under this Article shall be treated in strict confidence by all Parties involved.

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Article 14.2(e) have not requested topped up hours. These periods shall not exceed three (3) months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

### 30.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees, which shall be supplied to the Union and posted on the bulletin boards.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked thirty (30) days. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for Union business.
- (c) Upon return to work from receiving WCB, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.
- (d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.
- (e) An employee who resigns her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits, subject to any benefit plan requirements.
- (f) When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### 30.3 Call-In Procedures

Qualified casual employees shall be called in order of seniority. The application of that general principle shall be negotiated locally.

At the signing of this Agreement, the Employer offers no casual hours. As such, the Parties agree that there is no need to determine a process for casual callout at this time. The Parties agree to determine a process for casual callout by mutual agreement which will be placed in this Agreement as a memorandum before any casual shifts are given out to any employee.

The Parties further agree that, with the exception of the timelines, the process of mutual agreement for determining casual callout will be subject to the same mediation/arbitration process used for other local issues as identified in the section titled "*Local Issues*" from the Recommendations for Settlement by the Mediator dated 28 May 1999.

### 30.4 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
  - (1) for casual employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days; and
  - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) A casual employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Article 20.1 without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.

(e) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

### **30.5 Holiday and Vacation Pay for Casual Employees**

- (a) Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.
- (b) Casual employees are covered by Article 17 (Holidays) except where specifically excluded, i.e., lieu days and where language is specific to regular employees.

### **30.6 Application of Agreement**

Except as otherwise noted in a specific article of the Collective Agreement, the provisions of Articles 12 (Seniority), 13 (Layoff and Recall), 14.4 (Flexitime), 14.6 (On Call), 16.8 (Call Back Provisions), 16.10 (Overtime for Part-time Employees), 18 (Annual Vacation), 19 (Sick Leave), 20 (Special and Other Leave), 23 (Technological Change), 27 (Health and Welfare Benefits) and 31 (Registered Retirement Savings Plan) do not apply to casual employees.

## **ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN**

- (a) All regular employees, upon successful completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
- (b) Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
- 1% of regular earnings; or
  - 2% of regular earnings; or
  - 3% of regular earnings.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1st of each year by providing at least thirty (30) days written notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) Employers who currently have a Group RRSP in place, and which implement this Group RRSP pursuant to this Article, shall terminate the current Group RRSP and contributions shall be converted to the new Group RRSP.
- (g) In the event that an Employer currently participates in the Municipal Superannuation Plan (or is required to participate in the future), the Group RRSP will not be implemented (or will be terminated) for employees of that Employer.
- (h) Employers will ensure that all new employees are informed of the options available to them under this Article.

Effective **October 1, 2000**, if an Employer does not currently participate in a pension plan (e.g. the Municipal Superannuation Plan) then participation in the group RRSP for Employees will be mandatory. No employee shall be allowed to join both a pension plan and the group RRSP.

With respect to the group RRSP proposed by the Employers on April 28, 1999, in order to ensure the timely establishment and implementation of a group RRSP plan for the benefit of Employees in this sector, the Parties to this Agreement agree that Manulife Financial will continue as the transitional plan administrator/fund manager for all member agencies and their participating employees until the expiration of this Collective Agreement. Where an Employer already has a carrier it will only be changed by mutual agreement. This Agreement is on a without prejudice basis as to the final decision of the Parties as to the jointly agreed to plan carrier.

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

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

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

### **32.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2003, but in any event not later than midnight, January 31, 2003.
- (b) Where no notice is given by either party prior to January 31, 2003, both Parties shall be deemed to have been given notice under this Article on January 31, 2003.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

### **32.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Article 32.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **32.4 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.

### **32.5 Effective Date of Agreement**

- (a) The provisions of the Agreement shall come into full force and effect on the date of ratification, unless specified otherwise.
- (b) Wage rates, where applicable, shall be implemented in the first pay period after the date of ratification. Retroactivity shall be paid in the following pay period.

### **32.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Andrew Jarrett, Executive Director

\_\_\_\_\_  
Maureen Berk, Bargaining Committee

\_\_\_\_\_  
Clair Kuntz, Senior Consultant, CSSEA

\_\_\_\_\_  
Keith Graham, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

## APPENDIX A - WAGE RATES

Classification before Job Evaluation	Base Year 31 Mar 98	1 Apr 98	1 Oct 99	1 Apr 00	1 Oct 00	1 Oct 01	1 Oct 02
Child Care Worker (Casual)	\$ 14.29	\$ 14.45	\$ 15.00	\$ 15.30	\$ 15.81	\$ 16.32	\$ 16.83
Children Who Witness Violence Coordinator	\$ 18.04	\$ 18.04	\$ 18.54	\$ 18.91	\$ 18.91	\$ 18.91	\$ 18.91
Community Action Program for Children Coordinator	\$ 15.31	\$ 15.31	\$ 16.00	\$ 16.32	\$ 16.83	\$ 16.83	\$ 16.83
Family Support Worker	\$ 17.47	\$ 17.47	\$ 17.97	\$ 18.33	\$ 18.33	\$ 18.33	\$ 18.33
Multi-Service Clinician	NA	\$ 22.62	\$ 23.12	\$ 23.58	\$ 23.58	\$ 23.58	\$ 23.58
Safe Home Coordinator	\$ 17.31	\$ 17.31	\$ 18.35	\$ 18.72	\$ 18.72	\$ 18.72	\$ 18.72
Victims Assistance Coordinator	\$ 17.54	\$ 17.54	\$ 18.35	\$ 18.72	\$ 18.72	\$ 18.72	\$ 18.72
					<b>Shaded cells indicate that these rates do not include the Oct 2000, 2001 or 2002 equity increases.</b>		

**APPENDIX B - LIST OF ARBITRATORS**

Pursuant to Article 10.2, the following individuals will hear arbitration cases:

Judi Korbin  
Vince Ready  
Stephen Kelleher  
Brian Foley  
Emily Burke  
Marguerite Jackson  
Ron Caras

**APPENDIX C - INFORMATION RE: ADVANCE PAYMENT OF GROUP LIFE BENEFITS**

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 27.7 are as follows:

1. Death must be "*expected*" within twelve (12) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be fifty percent (50%) of the life insurance coverage, subject to a maximum of twenty five thousand dollars (\$25,000).
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.
6. The advance payment will be deducted from the final payout in accordance with the terms, conditions and limitations of the Life Insurance Policy.

**APPENDIX D - EMPLOYMENT SECURITY - DISPUTE RESOLUTION**

The administrative process for the application of the Employment Security Agreement language on Dispute Resolution is as follows:

1. The Parties to this process are CSSEA and each of HEU, HSA, CUPE, and BCGEU.
  2. If a difference arises between the Parties relating to the interpretation, application, operation or alleged violation of the ESLA which involves a policy issue or may have implications for other parties to this Agreement, including whether a matter is arbitrable, the Parties directly affected by the difference shall meet to attempt to resolve the dispute at Step 3 of the grievance procedure.
  3. If the dispute remains unresolved, any Party may submit the difference to Vince Ready as an expedited arbitrator within thirty (30) days of the meeting at Step 3.
    - (a) The Party submitting the difference to arbitration shall notify the other Parties to the Agreement through the use of the Expedited Arbitration Form which shall include:
      - (i) name of the Union, facility, and individual(s) involved;
      - (ii) date of the alleged violation;
      - (iii) line of the issue;
      - (iv) remedy sought;
      - (v) degree of urgency;
      - (vi) procedure requested and rationale;
      - (vii) name, address and phone number of the contact person.
    - (b) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.
    - (c) The arbitrator will determine the procedure to be followed in a pre-hearing conference with all the Parties. To the extent possible, the arbitrator will use the process principles expressed in the Dispute Resolution Process - Employment Security Agreement, revised as necessary, to accommodate the dispute and ensure an expeditious resolution. In the pre-hearing conference, the arbitrator will have jurisdiction to determine whether the dispute involves policy issues or may have implications for other Parties to this Agreement, or whether the dispute should be handled in ESLA with the provisions of the expedited arbitration process.
- The Parties agree that employees may file grievances related to the ESLA. Should such grievances remain unresolved through the grievance procedure, they shall be dealt with through the following expedited process. Referrals to this process will be made within thirty (30) days of the meeting at Step 3.
- (1) The Parties agree that Colin Taylor, Heather Laing, Don Munroe, and Judi Korbin are the expedited arbitrators for issues arising from the ESLA.
  - (2) Either Party shall refer issues to the arbitrator utilizing an Expedited Arbitration Form. The form will include the name of the Union, facility, and individual(s) involved, the date of the alleged incident, outline of the issue, the remedy sought, the name, address and phone number of the contact person.
  - (3) The arbitrator shall arrange an arbitration hearing within twenty-eight (28) days of the referral.

- (4) The parties will utilize their own current staff to present the arbitration.
- (5) Each presentation will be short and concise and not exceed two (2) hours in length per Party.
- (6) The Parties agree to limited use of authorities during their presentation.
- (7) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance. If this occurs, the cost will become in accordance with Section 103 of the Labour Relations Code.
- (8) Where a mediator fails or is not appropriate, a decision will be rendered on an agreed-to form and faxed to the Parties within five (5) working days of the hearing.
- (9) All mediated resolutions or decisions of the arbitrators are limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.
- (10) If the arbitrator or the Parties conclude at the hearing that the issues involved are of a complexity or significance not previously apparent, the dispute shall be referred back to the Parties for disposition in ESLA with the Policy Dispute Resolution Process.
- (11) It is understood that it is not the intention of either Party to appeal the decision of an expedited arbitration proceeding. The expedited arbitrator shall have the powers and authority of an arbitration board established under the Labour Relations Code.

**APPENDIX E - EMPLOYMENT SECURITY - REGION**

A potential placement for any employee shall be deemed to be in their region in the following circumstances:

1. The road distance between the employee's current workplace and the potential placement facility is:
  - (a) Group 1- within fifty (50) kilometres of where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, and all of Greater Victoria and all of the Saanich Peninsula.
  - (b) Group 2- within seventy-five (75) kilometres of where the employee's current job is located in all other areas except for the above.
2. If there is no placement within the distances in (1) above, and the potential placement is no further from the employee's residence than the distance that the employee commutes to their present job.
3. In the case of a second placement for an employee who has reverted to the original Employer at the employee's request, the maximum distances set out above shall be increased by twenty (20) percent.
4. Notwithstanding the above:
  - (a) Where there are options, i.e. more than one position available at the same time, the HLAA shall attempt to place employees with a view to their individual circumstances. For example, if there are two placement options, one near the limit of the region on one side of the employee's current Employer and the employee's residence, and the other placement option is on the other side of the current Employer, the HLAA would attempt to place the employee with the Employer nearest to the employee's residence.
  - (b) Where placement cannot be made within three (3) months of the time that an employee was designated for placement, the problem shall be referred to the HLAA, which shall have the authority (after ensuring that all other reasonable options have been exhausted and that no placement opportunities are reasonably foreseeable in the immediate future) to modify the definition of "*region*" with respect to that employee in order to increase potential placement opportunities.

**APPENDIX F - DETAILS OF ARTICLE 27 COVERAGE**

The following summarizes the superior benefits as of October 1999 to be maintained at Salmo Community Resources Society. The Parties agree to meet to discuss the application of these superior benefits over the life of this Agreement.

**Extended Health Coverage:**

Coinsurance	
Deductible	
Overall Maximum	Unlimited
Oral Contraceptives	Yes
Paramedical Services	\$500/year including Psychologist
Hearing Aids	\$300/5 years adult & child; extra \$400/5 years for child
Vision Care	\$125/2 years

**Dental Plan:**

Coinsurance A/B	
Maximum for Orthodontics	
Dental Cleaning	Every 6 months

**Group Life:**

Coverage Amount	1x earnings; maximum \$25,000
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**Accidental Death and Disability:**

Coverage Amount	1x earnings; maximum \$25,000
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**Dependent Life:**

Coverage Amount Spouse/Child	\$5,000/\$2,500
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**Long-Term Disability:**

Coverage Amount	
Elimination Period	120 days
Cost Sharing	100% Employer

**Short-Term Disability/Weekly Indemnity:**

Coverage Amount/Maximum Amount	66.67%/\$600
Elimination Period	1 day accident/hospital; 8 days sickness
Duration of Benefit	17 weeks
Cost Sharing	100% Employer

**Dual Coverage Provision**.....Yes

**Direct Pay Drug Cards**.....No

**APPENDIX G - EMPLOYEE ASSISTANCE PLAN**

The Employer agrees to maintain the current Employee Assistance Plan.

**MEMORANDUM OF UNDERSTANDING #1 RE: 24 HOUR LIVE-IN SHIFTS****Purpose**

The purpose of this memorandum is to modify the use of continuously scheduled twenty-four (24) hour live-in shifts. Employees who work shifts in excess of sixteen (16) hours and are paid at a flat rate for the whole shift, will also be covered by this Memorandum.

It is the aim of the Parties to make changes to these shifts with as little disruption as possible to clients and workers. The Parties further agree to set up a local transition committee to monitor and resolve any unforeseen issues from the implementation of these changes within the individual bargaining units.

**Principles**

The Unions will provide a finite listing of the agencies that may qualify for a modification of the live-in shifts.

A phase in period will be required to meet the conditions of the changes. Implementation will occur after the Employer has received the additional funding from the Ministry.

The rates of pay for the newly created position(s) will be consistent with the rates for the classification as evaluated in the job evaluation plan.

Upon completion, staff will work an average of no more than forty (40) hours per week. Hours of work will be paid on a straight-time hourly basis in accordance with the Collective Agreement.

Staff currently working in twenty-four (24) hour shifts will be offered the newly created positions prior to the positions being posted.

**Transition**

The Parties will set up local transition committees to implement the transition to straight-time hourly rates. Upon completion of the transition, employees should work an average of no more than forty (40) hours per week.

The total phase-in period will take no more than six (6) months from the date of ratification.

**Flat Rate Shifts**

For all employees working shifts which are compensated on a daily flat rate basis, these shifts will be converted to an hourly equivalent for the purposes of calculating applicable changes to compensation.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Andrew Jarrett, Executive Director

\_\_\_\_\_  
Maureen Berk, Bargaining Committee

\_\_\_\_\_  
Clair Kuntz, Senior Consultant, CSSEA

\_\_\_\_\_  
Keith Graham, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_.