

COLLECTIVE AGREEMENT

between the

ISHTAR TRANSITION HOUSING SOCIETY

represented by

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

and the

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

Effective to March 31, 2003

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement	1
1.2 Future Legislation	1
1.3 Conflict With Regulations	1
1.4 Use of Terms.....	1
1.5 No Discrimination	1
ARTICLE 2 - DEFINITION OF EMPLOYEES	1
ARTICLE 3 - UNION RECOGNITION AND RIGHTS	2
3.1 Bargaining Unit Defined	2
3.2 Bargaining Agent Recognition.....	2
3.3 Correspondence	2
3.4 No Other Agreement	2
3.5 No Discrimination for Union Activity	2
3.6 Recognition and Rights of Stewards	2
3.7 Bulletin Boards	3
3.8 Union Insignia.....	3
3.9 Time off for Union Business	3
3.10 Right to Refuse to Cross Picket Lines.....	4
3.11 Labour Code.....	4
3.12 Emergency Services.....	4
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - CHECK-OFF OF UNION DUES	4
ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES	5
ARTICLE 7 - EMPLOYER'S RIGHTS	5
ARTICLE 8 - EMPLOYER/UNION RELATIONS	5
8.1 Representation.....	5
8.2 Union Bargaining Committee	5
8.3 Union Representatives.....	5
8.4 Labour Management Committee.....	6
8.5 Technical Information	6
ARTICLE 9 - GRIEVANCES	6
9.1 Grievance Procedure.....	6
9.2 Step 1.....	6
9.3 Time Limits to Present Initial Grievance	7
9.4 Step 2.....	7
9.5 Time Limit to Reply to Step 2	7
9.6 Step 3.....	7
9.7 Time Limit to Reply at Step 3	7
9.8 Failure to Act	7
9.9 Time Limit to Submit to Arbitration	8
9.10 Amending of Time Limits	8
9.11 Deviation from Grievance Procedure.....	8
9.12 Dismissal or Suspension Grievance	8
9.13 Policy Grievance.....	8
9.14 Technical Objections to Grievances.....	8

ARTICLE 10 - ARBITRATION.....	8
10.1 Notification	8
10.2 Appointment of the Arbitrator.....	9
10.3 Board Procedure	9
10.4 Decision of Arbitrator.....	9
10.5 Disagreement on Decision.....	9
10.6 Expenses of Arbitrator	9
10.7 Amending Time Limits	9
10.8 Witnesses	9
10.9 Expedited Arbitration	9
ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE.....	10
11.1 Procedure	10
11.2 Dismissal and Suspension	10
11.3 Burden of Proof	10
11.4 Right To Grieve Other Disciplinary Action.....	11
11.5 Evaluation Reports.....	11
11.6 Personnel File.....	11
11.7 Right to Have Union Representative Present.....	11
11.8 Abandonment of Position.....	12
11.9 Probation for Newly Hired Employees	12
ARTICLE 12 - SENIORITY	12
12.1 Seniority Defined.....	12
12.2 Seniority List.....	12
12.3 Loss of Seniority	12
12.4 Re-employment.....	13
12.5 Bridging of Service.....	13
12.6 Seniority Conversion	13
ARTICLE 13 - LAYOFF AND RECALL	14
13.1 Definition of a Layoff.....	14
13.2 Layoff.....	14
13.3 Recall.....	14
13.4 Advance Notice.....	14
13.5 Grievance on Layoffs and Recalls	14
13.6 Pre-Layoff Canvass	14
13.7 No New Employees	14
13.8 Employment Security	15
ARTICLE 14 - HOURS OF WORK	17
14.1 Definitions.....	17
14.2 Hours of Work	17
14.3 Rest Periods	18
14.4 Meal Periods	18
14.5 Flextime	18
ARTICLE 15 - SHIFTS	18
15.1 Exchange of Shifts	18
ARTICLE 16 - OVERTIME	19
16.1 Definitions.....	19
16.2 Overtime Entitlement.....	19
16.3 Recording of Overtime	19
16.4 Sharing of Overtime	19
16.5 Compensation	19

16.6	No Layoff to Compensate for Overtime	19
16.7	Right to Refuse Overtime	19
16.8	On Call Provisions	19
16.9	Call Back Provisions.....	20
16.10	Rest Interval	20
16.11	Overtime for Part-time Employees	20
16.12	Authorization and Application of Overtime	20
ARTICLE 17 - HOLIDAYS		20
17.1	Paid Holidays	20
17.2	Holiday Falling on Saturday or Sunday	21
17.3	Holiday Falling on a Day of Rest	21
17.4	Holiday Falling on a Workday	21
17.5	Holiday Coinciding With a Day of Vacation.....	21
17.6	Christmas Day or New Year's Day Off	21
17.7	Paid Holiday Pay	21
17.8	Religious Holidays.....	21
ARTICLE 18 - ANNUAL VACATIONS.....		22
18.2	Vacation Preference.....	23
18.3	Vacation Pay	23
18.4	Vacation Carry Over.....	23
18.5	Vacation Schedules.....	23
18.6	Vacation Schedule Changes	23
18.7	Vacation Pay Upon Dismissal.....	24
18.8	Vacation Credits Upon Death.....	24
18.9	Vacation Pay Upon Termination.....	24
18.10	Approved Leave of Absence With Pay During Vacation	24
18.11	Call Back on Vacation.....	24
18.12	Banked Vacation.....	24
18.13	Prime-time Vacation Period	24
ARTICLE 19 - SICK LEAVE.....		24
19.1	Sick Leave Credits	24
19.2	Employee to Inform Employer.....	25
19.3	Conversion of Hours.....	25
19.4	Ineligible for Sick Leave	25
19.5	Sick Leave Records	25
ARTICLE 20 - PERSONAL AND OTHER LEAVE.....		25
20.1	Bereavement Leave	25
20.2	Personal Leave	25
20.3	Family Illness.....	26
20.4	Full-time Union or Public Duties	26
20.5	Leave for Court Appearances.....	26
20.6	Elections.....	26
20.7	General Leave	26
20.8	Course Leave	26
20.9	Leave for writing Examinations.....	26
20.10	Health and Welfare Benefits While on Unpaid Leave of Absence.....	26
ARTICLE 21 - MATERNITY AND PARENTAL LEAVE.....		27
21.1	Maternity Leave.....	27
21.2	Parental Leave.....	27
21.3	Leave without Pay	28

21.4	Aggregate Leave	28
21.5	Return from Leave	28
21.6	Benefit Plan	28
21.7	Seniority Rights on Reinstatement	28
21.8	Sick Leave Credits	28
ARTICLE 22 - SAFETY AND HEALTH		28
22.1	Conditions	28
22.2	Working Environment	28
22.3	Safety Committee	29
22.4	Unsafe Work	29
22.5	Workplace Aggression	29
22.6	Injury Pay Provision	29
22.7	Transportation of Accident Victims	29
22.8	Employee Check In	29
22.9	Communicable Diseases	30
22.10	Protective Clothing and Supplies	30
ARTICLE 23 - TECHNOLOGICAL CHANGE		30
23.1	Definition	30
23.2	Advance Notice	30
23.3	Discussions	30
23.4	Employment Protection	30
23.5	Training	31
23.6	New Employees	31
ARTICLE 24 - PROMOTION AND STAFF CHANGES		31
24.1	Job Postings	31
24.2	Information in Postings	31
24.3	Appointment Policy	31
24.4	Trial Period	31
24.5	Local Union Observer	32
24.6	Right to Grieve	32
24.7	Vacation Letters	32
ARTICLE 25 - CAREER DEVELOPMENT		32
25.1	Purpose	32
25.2	Staff Development Leave	32
ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES		33
26.1	Equal Pay	33
26.2	Paydays	33
26.3	Rates of Pay	33
26.4	Substitution Pay	33
26.5	Rate of Pay on Reclassification or Promotion	33
26.6	Pay on Temporary Assignment	33
26.7	Reclassification of Position	33
26.8	Mileage Allowance	33
26.9	Meal Allowance	34
26.10	Travel Advance	34
26.11	Salary Rate Upon Employment	34
26.12	Classification Appeal Process	34
ARTICLE 27 - HEALTH AND WELFARE BENEFITS		34
27.1	Eligibility	34
27.2	Termination	35

27.3	Definition of Spouse and other Dependants	35
27.4	BC Medical	35
27.5	Dental Plan.....	35
27.6	Extended Health Plan	35
27.7	Group Life and Accidental Death and Dismemberment	36
27.8	Medical Examination.....	36
27.9	Qualifications for Benefits.....	36
27.10	Copies of Health and Welfare Plans	36
ARTICLE 28 - GENERAL CONDITIONS		37
28.1	Damage to Personal Property	37
28.2	Supply and Maintenance of Equipment	37
28.3	Indemnity	37
28.4	Contracting Out.....	37
28.5	Personal Duties	37
28.6	Client Confidentiality	37
28.7	Required Certificates	37
ARTICLE 29 - HARASSMENT		38
29.1	Sexual Harassment.....	38
29.2	Personal Harassment.....	38
29.3	Harassment Complaint Procedures	38
ARTICLE 30 - CASUAL EMPLOYEES		39
30.1	Employment Status.....	39
30.2	Seniority	40
30.3	Call-In Procedures	40
30.4	Paid Holidays and Vacation for Casual Employees	40
30.5	Application of Agreement	40
ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN.....		40
ARTICLE 32 - TERM OF AGREEMENT		41
32.1	Duration	41
32.2	Notice to Bargain	41
32.3	Commencement of Bargaining.....	41
32.4	Changes in Agreement.....	41
32.5	Effective Date of Agreement.....	41
32.6	Agreement to Continue in Force	42

APPENDIX A - Re: Wage Rates.....	43
APPENDIX B - List of Arbitrators.....	46
APPENDIX C - Re: Advance Payment of Group Life Benefits.....	47
APPENDIX D - Re: Employment Security – Policy Dispute Resolution Process.....	48
APPENDIX E - Employment Security	50
MEMORANDUM OF AGREEMENT #1 - Re: Job Evaluation Plan	51
MEMORANDUM OF AGREEMENT #2 - Re: Group Rrsp	53
MEMORANDUM OF AGREEMENT #3	54
MEMORANDUM OF AGREEMENT #4 - Re: 24 Hour Live-In Shifts	56
MEMORANDUM OF AGREEMENT #5 - Re: Article 20.06 – Leave for Court Appearances.....	57
MEMORANDUM OF AGREEMENT #6 - Re: 26. 10 (B) Vehicle Insurance	58
MEMORANDUM OF AGREEMENT #7 - Re: Article 27 – Health And Welfare Benefits... 	59
MEMORANDUM OF AGREEMENT #8 - Re: Superior Benefits – Vacation Eligibility	61
MEMORANDUM OF AGREEMENT #9 - Re: Job Sharing	62
MEMORANDUM OF AGREEMENT #10 - Re: Local Issues Addendum.....	65

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

1.2 Future Legislation

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

1.3 Conflict With Regulations

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

1.4 Use of Terms

(a) *Singular or Plural*

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

(b) *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.

1.5 No Discrimination

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

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

ARTICLE 2 - DEFINITION OF EMPLOYEES

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

(b) *Part-time employees-* A part-time employee is one who is appointed to a part-time position with an established part-time schedule and works less than the number of hours constituting full-time employment.

Part-time employees shall be offered available casual/relief work within each work unit/location before casual employees. Such employees must give the Employer written notice of their desire to work additional hours and their availability. Any hours worked by a part-time employee outside his/her regular part-time position shall be worked under the terms and conditions of employment applicable to casual employees under this Agreement, except as it applies to seniority under Article 12 and wages as per Appendix A.

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.

New positions created by the Employer, following the date of signing of this Agreement, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement of the Parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

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

The duties of stewards shall include:

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

3.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Stewards will be permitted to maintain bulletin boards during regular working hours.

3.8 Union Insignia

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

3.9 Time off for Union Business

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

3.10 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.

Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action. In the event of a strike the workers will not picket at the Transition Houses.

3.11 Labour Code

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

3.12 Emergency Services

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

ARTICLE 4 - UNION SECURITY

- (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 shall 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 and/or assessments dues payable to the Union by a member of the Union.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint any new 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 letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his/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 representatives 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 Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of the grievances, 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 Joint Committee composed of two (2) Union representatives and two (2) Employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. 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;

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 his steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance, but shall submit the grievance through another steward or Union 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 he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

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

9.6 Step 3

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

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

9.7 Time Limit to Reply at Step 3

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

9.8 Failure to Act

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

9.9 Time Limit to Submit to Arbitration

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

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

9.10 Amending of Time Limits

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

9.11 Deviation from Grievance Procedure

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.

9.12 Dismissal or Suspension Grievance

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

9.13 Policy Grievance

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

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

9.14 Technical Objections to Grievances

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

ARTICLE 10 - ARBITRATION

10.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is

made that a term or condition of this agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9 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 his/her own procedure in accordance with the Labour Code and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his/her first meeting.

10.4 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the Parties. The arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which he/she deems just 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 (1/2) 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 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;
- (8) demotions; and
- (9) grievances pursuant to Article 29, Harassment.

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

In the event that the Employer initiates disciplinary action against an employee which may result in his 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 his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, he/she shall be given the reasons in writing, in the presence of a steward provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 11.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

11.3 Burden of Proof

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

11.4 Right To Grieve Other Disciplinary Action

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

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

11.6 Personnel File

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

11.7 Right to Have Union Representative Present

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Employer representative intends to interview an employee for disciplinary purposes, the Employer Representative shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/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 a undue delay of the appropriate action being taken.

11.8 Abandonment of Position

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

11.9 Probation for Newly Hired Employees

- (a) All new employees will be subject to a probationary period of 500 hours worked or six calendar months, whichever occurs first.
- (b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this Agreement commencing at Step 3.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

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

12.2 Seniority List

- (a) The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to its regular employees:
 - (1) employee's name;
 - (2) employee's service seniority;
 - (3) employee's current classification.
- (b) The regular seniority list shall be posted by the Employer for (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 with a copy of the same.

12.3 Loss of Seniority

- (a) An employee shall not accrue seniority when on leave of absence without pay for leave periods over (30) days duration. An employee shall continue to accrue seniority if he/she is absent from work with pay, or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose his/her seniority only in the event that:
 - (1) he/she is discharged for just cause;

- (2) subject to 12.5, he voluntarily terminates his/her employment or abandons his/her position,
 - (3) he/she is on layoff more than one (1) year;
 - (4) upon being notified by the Employer by registered mail at his/her last known address that he is recalled from layoff, he fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days; or
 - (5) he/she is permanently promoted to an excluded position and has passed probation.
- (b) An employee shall continue to accrue seniority if he/she is absent from work with pay or in the even that:
- (1) he/she is being compensated by the Workers Compensation Board;
 - (2) he/she is being compensated by ICBC for an injury or illness incurred during employment with the Employer;
 - (3) he/she is on leave in accordance with Article 21;
 - (4) he/she is on leave in accordance with Article 27;
 - (5) he/she is on leave of absence for an elected or appointed position in the Union or any body to which the Union is affiliated;
 - (6) he/she is on a paid or unpaid medical leave

12.4 Re-employment

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

12.5 Bridging of Service

If a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent, a parent or child and is re-employed, upon application he 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 two (2) years of service seniority at time of termination.
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probation period on re-employment.

12.6 Seniority Conversion

When a regular part-time employee or a relief employee becomes a regular full-time employee his/her seniority hours will be converted to days. These days will then be used to calculate the employee's full time seniority date. When a regular full time employee becomes a regular part-time employee or a relief employee he/she will be credited with his/her hours worked for seniority purposes.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Definition of a Layoff**

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

13.2 Layoff

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

13.3 Recall

- (a) Employees on layoff shall be recalled in order of their seniority, provided they are qualified to perform the available work.
- (b) The recall period shall be one (1) year.

13.4 Advance Notice

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

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

13.5 Grievance on Layoffs and Recalls

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

13.6 Pre-Layoff Canvass

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

13.7 No New Employees

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

13.8 Employment Security

The following provisions shall be incorporated into all Collective Agreements between Employers represented by CSSEA (listed in Appendix A) and the respective Unions. They shall be effective from date of ratification except that the income continuance provision 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 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 13.8 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 his/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 E 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 notice 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 F to this Agreement.

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purpose 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) *As per Memorandum of Agreement #10 - Local Issues Addendum*

(b) Permanent employees required to work shifts shall receive a minimum of two (2) consecutive days off within a seven (7) day period. Casual employees required to work shifts shall receive a minimum of (2) consecutive days off after having worked five (5) consecutive days or four (4) days off within a fourteen (14) day period, two (2) of which must be consecutive.

(c) *As per Memorandum of Agreement #10 - Local Issues Addendum*

14.3 Rest Periods

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

14.4 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the work day.
- (b) Meal periods shall be thirty (30) minutes in duration and shall be considered as time worked.
- (c) An employee shall be entitled to take his/her meal period away from the workplace, unless he/she is working alone in the transition house.

14.5 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 work day 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 the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flextime shall be eighty (80) hours per two (2) week period
- (d) The workday for those employees on flextime shall not exceed twelve (12) hours.

ARTICLE 15 - SHIFTS

15.1 Exchange of Shifts

- (a) 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
- (b) Where the Employer proposes to make a permanent change to a shift schedule, the proposed change will be brought to the affected employee for discussion prior to the implementation of the change.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight time rate*" means the hourly rate 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.

16.2 Overtime Entitlement

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

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

Scheduled overtime work shall be allocated equitably considering availability, qualifications, and location of employees, except for staff meetings.

16.5 Compensation

- (a) Overtime worker shall be compensated at the following rates, subject to (b) below:
 - (1) time and one-half (1½) for the first three (3) hours of overtime; and
 - (2) double time (2) thereafter.
- (b) Where an employee is required by the Employer to attend a staff meeting in excess of the regularly scheduled workday, the employee will be paid for such time at straight time rates up to twelve (12) hours in a day
- (c) The employee shall, by mutual agreement with the Employer, schedule compensating time off in lieu of being paid.

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 On Call Provisions

- (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 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.

16.9 Call Back Provisions

Employees called back to work, to work overtime shall be compensated for a minimum two (2) 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).

16.10 Rest Interval

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

16.11 Overtime for Part-time Employees

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

16.12 Authorization and Application of Overtime

The Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee shall, when possible, make an effort to obtain authorization. If this is not possible he/she will use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance.

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

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

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

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

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

17.4 Holiday Falling on a Workday

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

17.5 Holiday Coinciding With a Day of Vacation

Where a regular 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.

17.6 Christmas Day or New Year's Day Off

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

17.7 Paid Holiday Pay

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

17.8 Religious Holidays

An employee shall have the option of working Boxing Day and/or Easter Monday in exchange for two (2) paid days off to observe religious holidays other than those referenced in Article 17.1. Employees exercising this option shall not be entitled to overtime pursuant to Article 17.4 on Boxing Day and Easter Monday and shall provide a list of holidays throughout the year for which leave will be requested.

ARTICLE 18 - ANNUAL VACATIONS

[Superior Annual Vacation entitlement are referenced in the MOA # 9]

Effective date of ratification, regular employees shall earn vacation entitlement as follows:

- (a) Up to one (1) years-continuous service - four percent (4%) of straight time earnings or equivalent time off with pay,
- (b) After one (1) years 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 - seventeen- (17) working days vacation, based on six point eight percent (6.8%) of straight time pay
- (e) After five (5) years continuous service - eighteen- (18) working days vacation, based on seven point two percent (7.2%) of straight time pay
- (f) After six (6) years continuous service - nineteen- (19) working days vacation, based on seven point six percent (7.6%) of straight time pay
- (g) After seven (7) years continuous service - twenty-two (22) working days vacation, based on eight point eight percent (8.8%) of straight time pay
- (h) After eight (8) years continuous service - twenty-three (23) working days vacation, based on nine point two percent (9.2%) of straight time pay
- (i) After nine (9) years continuous service - twenty-four (24) working days vacation, based on nine point six percent (9.6%) 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

During the first six (6) months of continuous service an employee may, subject to mutual Agreement at the local level, take vacation leave which has been earned.

Effective October 1, 2001 - Article 18(a). above shall be replaced by the following:

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

- (a) New employees who have been continuously employed at least six (6) months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

One (1) year's continuous service	fifteen (15) workdays
Two (2) years' continuous service	fifteen (15) workdays
Three (3) years' continuous service	sixteen (16) workdays
Four (4) years' continuous service.....	seventeen (17) workdays

Five (5) years' continuous service	eighteen (18) workdays
Six (6) years' continuous service	nineteen (19) workdays
Seven (7) years' continuous service.....	twenty-two (22) workdays
Eight (8) years' continuous service.....	twenty-three (23) workdays
Nine (9) years' continuous service	twenty-four (24) workdays
Ten (10) years' continuous service	twenty-five (25) workdays
Eleven (11) years' continuous service	twenty-six (26) workdays
Twelve (12) years' continuous service	twenty-seven (27) workdays
Thirteen (13) years' continuous service.....	twenty-eight (28) workdays
Fourteen (14) years' continuous service	twenty-nine (29) workdays
Fifteen (15) years' continuous service.....	thirty (30) workdays
Sixteen (16) years' continuous service	thirty-one (31) workdays
Seventeen (17) years' continuous service.....	thirty-two (32) workdays
Eighteen (18) years' continuous service	thirty-three (33) workdays
Nineteen (19) years' continuous service.....	thirty-four (34) workdays
Twenty (20) years' continuous service	thirty-five (35) workdays

18.2 Vacation Preference

- (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 his/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 Pay

Upon twenty one (21) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/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 from one vacation year to the next. An employee shall not receive cash in lieu of vacation except upon retirement or termination

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 his/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.

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 beneficiary, or where there is no beneficiary, to the employee's estate.

18.9 Vacation Pay Upon 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 paycheque.

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

18.11 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree. except in cases of extreme emergency.

18.12 Banked Vacation

Once every five (5) years an employee may bank one (1) full year's vacation entitlement to be taken in conjunction with next year's vacation. For the purpose of this clause all vacation in the second year must be taken concurrently.

18.13 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 vacation. However, all employees shall be allowed to take vacation during the period of April 15th to October 15th inclusive, which shall be defined as prime time vacation period.

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 July 1, 2000)

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

be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of his/her sick leave credits.

(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 Conversion of Hours

Where an employee's regular scheduled work day is greater than those outlined in Article 14.2, sick leave shall be converted to hours on the basis of the normal full-time daily hours of work outlined in 14.2, and deducted based on the number of hours taken as sick leave in accordance with the employee's work schedule.

19.4 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.

19.5 Sick Leave Records

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

ARTICLE 20 - PERSONAL AND OTHER LEAVE

20.1 Bereavement Leave

In the case of bereavement in the immediate family, a regular employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, (from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed five (5) working days

Immediate family is defined as an employee's parent,(partner, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, and any other relative permanently residing in the employees' household or with whom the employee permanently resides. It is understood that the partner may be of the same gender.)

In the event of the death of the employee's friend or other relative, an employee who requires the time off work shall be entitled to special leave for up to one (1) day for the purpose of attending the funeral

20.2 Personal Leave

Regular full-time employees will earn four (4) hours per month for personal leave. Regular part-time employees who work twenty (20) hours or more per week will earn personal leave days on a pro rated basis. Personal leave shall be scheduled by mutual agreement, except in the case of a serious household or domestic emergency.

Personal leave will not accumulate beyond sixteen (16) hours. In the case of a serious household or domestic emergency an employee may use up to eight (8) hours of unearned personal leave time.

20.3 Family Illness

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 shall be entitled, after notifying the Employer representative, to access sick leave entitlement for this purpose.

20.4 Full-time Union or Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of three (3) 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

20.5 Leave for Court Appearances

[Refer to Memorandum of Agreement #6]

20.6 Elections

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

20.7 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 circumstances. A leave of absence may also be granted for any other reason, in which case approval shall not be unreasonably withheld. Upon request the Employer will give written reasons for withholding approval.

20.8 Course Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course related books. The Employer shall also reimburse the employee for his/her travelling, sustenance and other related expenses where applicable.
- (b) An employee may be granted leave with partial pay, to take courses in which the employee wishes to enroll.

20.9 Leave for writing Examinations

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

20.10 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 Clause 2 1. I (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 leave 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 2 1,
 - (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 new-born child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

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 2 1.1 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 2 1.1(f) and or 21.2 (d). Where an employee is granted total maternity leave under Articles 2 1.1 (a) and 2 1.1 (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

On return from leave, an employee shall be placed in his/her former position. Where the former position does not exist, in an equivalent position.

21.6 Benefit Plan

If an employee maintains coverage for 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 he/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 his/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 he/she does not return to work after having applied for re-employment.

21.8 Sick Leave Credits

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

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

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

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) Committee membership shall be as follows:
 - (1) the 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.
 - (2) 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 his/her right to refuse to do unsafe work pursuant to Section 3.24 and 3.25 of the WCB Industrial Health and Safety Regulations.

22.5 Workplace Aggression

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

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

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

Where repeated incidents of physical aggression or verbal abuse occur, the Occupational Health & 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 his/her shift without deduction from sick leave.

22.7 Transportation of Accident Victims

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

22.8 Employee Check In

Check in 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 or resident with a communicable disease, the Employer shall inform the primary care givers about the inherent risk of the communicable disease.
- (c) Where a vaccination is, or may be available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, 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; or
- (b) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) Equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this Article.

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

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 his/her/hers 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 retraining their employment.

ARTICLE 24 - PROMOTION AND STAFF CHANGES

24.1 Job Postings

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

24.2 Information in Postings

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

24.3 Appointment Policy

- (a) Vacancies for all positions in the bargaining unit shall be posted within the bargaining unit.
- (b) Positions will be awarded on the basis of qualifications as contained in the job postings. The factors used to determine qualification shall be education, skills, knowledge, ability, experience, and seniority; in the event that applicants for a given position are equally qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.
- (c) In the event that the qualifications of an external and internal for a given position are equal, priority in appointment shall be given to the internal applicant.
- (d) The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

24.4 Trial Period

When a vacancy is filled by an existing regular employee, conditional on satisfactory service the employee shall be declared permanent after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, after notifying the Union, extend the period for a further three (3) months. If the employee proves unsatisfactory in the position or wishes to return to his/her former position, he/she shall be returned to his/her former job classification and wage/salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position and wage or salary rate without loss of seniority. the employee shall be confirmed

24.5 Local Union Observer

The President of the Union or his/her 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.

24.6 Right to Grieve

Where an employee feels that he 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.

24.7 Vacation Letters

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be 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, subject to the employee providing the Employer with information as to where she may be contacted and the employee being to attend any required interviews.

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 related to their work for the Employer..

25.2 Staff Development Leave

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

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.

(b) 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.

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

(d) Should the employee noted above terminate his/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 semi-monthly
- (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

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, he/she shall receive the rate for the job in the case of a single rate classification. If a salary range is established, he/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 his/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.

26.6 Pay on Temporary Assignment

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

26.7 Reclassification of Position

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

26.8 Mileage Allowance

- (a) 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 (\$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).
- (b) 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.
- (c) Vehicle Insurance - as per Memorandum of Agreement # 7.

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.

	October 1, 1999	October 1, 2000
Breakfast	\$7.00	\$8.50
Lunch	\$8.00	\$10.50
Dinner	\$16.00	\$19.25

26.10 Travel Advance

Regular employees, who are required to proceed on travel status, outside the City/Township of Langley 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

Where an employee believes that his/her job has been improperly classified, he/she shall discuss his/her classification with his/her immediate supervisor. On request, the Employer

- (a) will provide the employee with a written statement of the employee's current job duties.
- (b) If the employee continues to believe that his/her classification is improper, he/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 list for the purpose of obtaining classification expertise.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

Effective April 1, 2000 Health and Welfare plans will be provided through the Health Benefits Trust.

[See Superior Benefits – Memorandum of Agreement #8]

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

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

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 partner.

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

"*Dependent child*" for the 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 his/her spouse.

27.4 BC Medical

[Effective April 1, 2000]

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 April 1, 2000]

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

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

[Effective October 1, 2002]

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

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

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

27.6 Extended Health Plan

[Effective April 1, 2000]

(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, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

[Effective April 1, 2002]

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

(b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 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 April 1, 2000]

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

[Effective April 1, 2001]

(a) The Employer shall provide a group life insurance plan.

(b) The plan shall provide basic life insurance in the amount of \$25,000 (effective April 1,2003: \$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 \$12,500 (effective April 1,2003 \$25,000) until the age of 70, at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage shall continue w3ithout 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 his/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 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.

27.9 Qualifications for Benefits

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

27.10 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 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, to a maximum of seventy-five dollars (\$75.00), repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty.

28.2 Supply and Maintenance of Equipment

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

28.3 Indemnity

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

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

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 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or required 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.

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 behavior 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 behavior 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 behavior may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Both males and females can be sexually harassed by members of either sex.

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 behavior that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behavior, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behavior 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. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director'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 may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director'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; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

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

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

A casual/relief employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:

- (a) paid leave relief;
- (b) unpaid leave; and,
- (c) a temporary increase of workload situation.

30.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees, which shall be posted every three (3) months.
- (b) Casual employees shall accumulate seniority within a work unit or location on the basis of all hours worked at straight time.

30.3 Call-In Procedures

[Refer to Memorandum of Agreement #10]

30.4 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.5 Application of Agreement

Except as otherwise noted the provisions of Articles 12, 13, 14.5, 16.8, 16.9, 17, 18, 19, 20, 23, and, 27 and 31 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 2 above, on January 1st of each year by providing at least (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 Article 31.1(a), 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.

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 December 1, 2002 but in any event not later than midnight, December 31, 2002.
- (b) Where no notice is given by either party prior to December 31, 2002 both parties shall be deemed to have been given notice under this article on December 31, 2002.
- (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

Sherry Baker
Executive Director

Irene Andronek
Bargaining Committee

Bari Sych
President of the Board

Keith Graham
Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

**APPENDIX A
RE: WAGE RATES**

The Parties to this Collective Agreement agreed to follow the principles of the Donald R. Munroe, Q.C. recommendations for settlement dated May 28th, 1999. This Appendix follows the principles of those recommendations and if there is a dispute as to the application of Appendix, the mentioned recommendations shall be used for clarification.

- **If certified prior to April 1, 1998:** **3% retroactive to date of certification**
- **If certified after April 1, 1998:** **2% retroactive to date of certification**

Effective October 1, 1999: (if certified prior to October 1, 1999)

Rate for Residential Care Workers and equivalent positions shall be paid in accordance to the following pay scale above their wage rate:

- (a) \$15.00
- (b) \$15.50
- (c) \$16.00
- (d) \$16.50

Note: Residential Care Workers and equivalent positions below \$14.45 per hour progress to the \$16.83 minimum rate no earlier than October 1, 2002. Residential Care Workers and equivalent positions above \$14.45 will move the next increment step that is at least one full increment above their existing rate and will move to the next step each subsequent October 1st.

Positions that are not Residential Care Workers or positions deemed to be equivalent to Residential Care Workers positions shall be compensated in accordance with the Equity adjustments outlined in (2), if certified prior to October 1, 1999.

Effective October 1, 2000:

There shall be a 2% general wage increase with application being that employees will be slotted into the following pay scale:

- (a) \$15.81
- (b) \$16.32
- (c) \$16.83

WAGE GRID

TITLE	RCW	Aug-05, 1997	Aug-05, 1997	Oct-01, 1999	Feb-25, 2000	Oct-01, 2000	Oct-01, 2001	Oct-01, 2002
Assistant Transition House Manager *	-	15.00	15.45	17.50	17.50	17.85	17.85	17.85
Assistant Transition House Manager *	-	14.75	15.19	17.50	17.50	17.85	17.85	17.85
Counsellor, Ishtar Counselling Services*	-	20.00	20.60	22.25	23.00	23.46	23.46	23.46
Child Support Counsellor - Children Who Witness Abuse Program *	-	14.75	15.19	17.50	17.50	17.85	17.85	17.85
Volunteer Coordinator*	-	14.00	14.42	17.50	17.50	17.85	17.85	17.85
Crisis Intervention/Program Enhancement Worker (red circled)	y	18.63	19.19	19.19	19.19	19.19	19.19	19.19
Women's Support Worker	y	14.14	14.56	15.50	15.50	16.32	16.83	16.83
Women's Support Worker	y	14.00	14.42	15.00	15.00	15.81	16.32	16.83
Women's Support Worker	y	13.73	14.14	15.00	15.00	15.81	16.32	16.83
Women's Support Worker	y	13.55	13.96	15.00	15.00	15.81	16.32	16.83
Transition House Support Worker	y	13.55	13.96	15.00	15.00	15.81	16.32	16.83
Administrative Assistant	-	16.00	16.48	16.98	n/a			
Administrative Assistant *	-	n/a	n/a	n/a	15.00	15.30	15.30	15.30
Casuals								
Women's Support Worker	y	13.55	13.96	15.00	15.00	15.81	16.32	16.83
Transition House Support Worker	y	13.55	13.96	15.00	15.00	15.81	16.32	16.83

*These positions/wage rates may be subject to the Joint Job Evaluation Plan process.

Equity Adjustment and Job Evaluation

Recognizing that wage inequities currently exist within the Social Services Sector and that the Parties are committed to implementing equity changes as quickly as possible to eliminate the inequities, the Parties agree:

- (a) The Job Evaluation Plan will be developed as per attached Job Evaluation Memorandum.
- (b) Effective October 1, 1999, interim equity adjustments of 2.5% of straight time salary payroll shall be applied in a manner that ensures a minimum of \$.50 per hour will be applied to all positions other than those which are Residential Care Workers and equivalent positions. This application methodology provides limited flexibility to address particularly skewed hourly rates. This also provides certain

Residential Care Workers or equivalent positions interim equity adjustments in circumstances where they may not otherwise be entitled to adjustments.

(c) The parties shall meet no later than April 1, 2000, to determine how the funds referred to in (d) below shall be applied using the Job Evaluation Plan and the principle of addressing classifications with the largest disparities first, as a guide for application.

(d) There will be equity adjustments effective as follows:

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

**APPENDIX B
LIST OF ARBITRATORS**

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

Rod Germaine
Emily Burke
Joan Gordon

APPENDIX C
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
RE: EMPLOYMENT SECURITY – POLICY DISPUTE RESOLUTION PROCESS

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 BCGEU, CUPE, HEU, and HSA.
2. If a difference arises between the Parties relating to the interpretation, application, operation or alleged violation of the ES 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 stage 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 stage 3 meeting.
 - (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) The name of the union, agency, and individual(s) involved;
 - (ii) The date of the alleged incident;
 - (iii) Outline of the issue;
 - (iv) The remedy sought;
 - (v) The degree of urgency;
 - (vi) The procedure requested and rationale;
 - (vii) The 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.
 - (b) 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 ES with the provisions of the expedited arbitration process.

The Parties agree that employees may file grievances related to the ES. 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 stage 3 meeting.

1. The Parties agree that Colin Taylor, Heather Laing, Don Munroe and Judi Korbin are the expedited arbitrators for issues rising from the ES.
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 mediation 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 ES 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 50 kilometres where the employee's current job is located in all of Greater Vancouver and all of the Fraser Valley up to and including Hope, but excluding all of Greater Victoria and all of the Saanich Peninsula.
 - (b) *Group 2* – Within 75 kilometres 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 the employee's 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 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 is 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 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.

MEMORANDUM OF AGREEMENT #1
RE: JOB EVALUATION PLAN

between
certain Employers represented by
Community Social Services Employers' Association (CSSEA)
and
B.C. Government and Service Employees' Union (BCGEU)
Canadian Union of Public Employees (CUPE)
Health Sciences Association (HSA)
Hospital Employees' Union (HEU)
(The Unions)

The Parties recognize that the Community Social Service Sector has unique characteristics. There is a need to ensure an appropriate job evaluation plan is in place which reflects the organization of the workplace and the manner in which work is provided in the sector.

The Parties shall establish a joint Union/CSSEA committee (or sectoral union/employer committee), comprised of representatives of the employees and employers. CSSEA and the Union(s) will have an equal vote. The committee will be charged with developing a plan to achieve equity between jobs in the sector, with implementing the plan and with establishing a maintenance mechanism.

Recognizing that this sector is composed of a significant diversity of wage rates and job titles and that this is the initial step in an evolutionary process, the Community Social Services Job Evaluation Plan must reflect the following principles:

- Early implementation
- Easy to apply and administer
- Explainable in non-technical terms
- Fair and equitable
- Logical and functional to users
- Based on input from employees and employers
- Reflective of the organization of the workplace
- Gender neutrality

The joint committee shall be responsible for establishing terms of reference which achieve the foregoing principles and for the implementation including data gathering, establishing benchmarks, analysis and evaluation.

The committee may make recommendations to the Bargaining Principals on the distribution of funds which achieve the objectives of the foregoing principles.

The committee will attempt to resolve all issues within twelve (12) months of the date of signing of this memorandum.

The parties agree that the following will apply to the agree-to job evaluation plan:

- The plan will be a quantitative point-factor plan; and

- Jobs will be described by the employer in consultation with employees. Job descriptions will be reviewed by the joint committee and compared to agreed to benchmarks which have been developed for the sector and to the job evaluation plan.
- Job descriptions will be reviewed with the affected employee or a representative group of affected employees by the Joint Committee to ensure they fully describe the duties and responsibilities. Job descriptions will describe job duties and responsibilities as clearly and specifically as possible;
- Data gathering in the form of an open and closed ended questionnaire will be jointly conducted where necessary in order to prepare job descriptions;
- Duties and responsibilities may be changed by the employer subject to the changes being properly documented in the job description and reviewed by the Joint Committee;
- Job descriptions will be evaluated and assigned a pay grade by the Joint Committee;
- Job descriptions which have been changed will be re-evaluated by the Joint Committee using the job evaluation plan;
- For the term of this agreement, and notwithstanding the language in any collective agreement, there will be no appeal process respecting wage or classification issues which may arise out of application of the job evaluation process. Any issues, including appeals, which arise respecting the application of the plan may be forwarded to the Joint Committee for resolution until the maintenance mechanism is agreed and implemented;
- Employees shall not have their salary reduced as a result of implementation of the job evaluation plan;
- For the term of this Agreement only, incumbents whose job is reclassified downward, shall receive all general wage increases.

Facilitation and Dispute Resolution

Where deemed necessary by either Party, Stephen Kelleher will assist the Parties in reaching agreement or, where resolution is not achieved, issue binding decisions where required.

Stephen Kelleher shall not have jurisdiction to render decisions on implementation of, or effective dates of, equity adjustments.

Signed and dated by all Parties June 9, 1999.

**MEMORANDUM OF AGREEMENT #2
RE: GROUP RRSP**

*between
certain Employers represented by
Community Social Services Employers' Association (CSSEA)
and
B.C. Government and Service Employees' Union (BCGEU)*

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.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Sherry Baker
Executive Director

Irene Andronek
Bargaining Committee

Bari Sych
President of the Board

Keith Graham
Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

MEMORANDUM OF AGREEMENT #3

*between
certain Employers represented by
Community Social Services Employers' Association (CSSEA)
and the
BC Government and Service Employees' Union (BCGEU)*

2.1(c) Special Project Employees

“Special Project Employees” are employees hired for a specified period of time, not to exceed six (6) 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 BC Government and Service Employees' Union and will be entitled to all benefits of the Collective Agreement as a casual employee.

If the special project continues past the six (6)-month period, the Parties may mutually agree to a further period of six (6) months. If the special project continues into a second (2nd) year, the position shall be posted.

12.1 Seniority Defined

Bargaining unit seniority means the number of straight time hours worked by an employee in the bargaining unit.

12.3(b)

An employee shall continue to accrue seniority if she is absent from work with pay, or in the event that:

- (1) she is being compensated by the Workers' Compensation Board;
- (2) she is being compensated by ICBC for an injury or illness incurred in the course of her duties;
- (3) she is on leave in accordance with Article 21;
- (4) she is on leave with accordance to Article 27;
- (5) she is on leave in accordance with Article 3.9;
- (6) she is on leave of absence for an elected or appointed position in the Union, or any body with which the Union is affiliated; or
- (7) she is on paid or unpaid medical leave.

12.7 Excluded Positions

(a) Where an employee accepts an excluded position, she will be granted a leave from the bargaining unit and will continue to accrue seniority for six (6) months, provided that she continues to pay Union dues in accordance with Article 5. The employee will lose her seniority if she does not return to the bargaining unit at the end of six (6) months, except as provided in (b).

(b) The President of the Union or his/her designate may approve an extension to the six (6)-month leave from the bargaining unit, in which case the employee may elect to continue to pay Union dues and accrue seniority. Extensions will be granted only in the event that the excluded position is

temporarily vacant due to maternity/parental leave, extended sick leave, or other approved leave of absence. The employee will lose her seniority if she does not return to the bargaining unit at the expiry of the extension.

(c) When an employee elects not to pay Union dues, she will not accrue seniority for the period of time spent in an excluded position. She will lose her seniority if she does not return to the bargaining unit in accordance with (a) and/or (b).

13.9 Volunteer Gratis Labour

The importance of a volunteer being involved in the operation of the Employer is recognized and approved by the Union. The Employer agrees that the use of the above-mentioned or other gratis labour will not be expanded if it will result in the layoff of employees or prevent the recall of employees.

26.12 New Classifications / Duties

(a) *Notice of New Classifications*

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

(b) *Notice of Changed Classification*

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

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Sherry Baker, Executive Director

Irene Andronek, Bargaining Committee

Bari Sych, President of the Board

Keith Graham, Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

MEMORANDUM OF AGREEMENT #4
RE: 24 HOUR LIVE-IN SHIFTS

between
certain Employers represented by
Community Social Services Employers' Association (CSSEA)
and the
BC Government and Service Employees' Union (BCGEU)

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 with the individual bargaining units.

Principles

1. The Union will provide a finite listing of the agencies that may qualify for modifications of the live-in shifts.
2. 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.
3. 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.
4. 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.
5. Staff currently working in twenty-four (24) hour shifts will be offered the newly created position(s) prior to the position(s) being posted.
6. The Parties will review the collective agreement for the bargaining units affected by the modifications of twenty-four (24) hour shifts and will make any required changes to those collective agreements.

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 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 purpose of calculating applicable changes to compensation.

MEMORANDUM OF AGREEMENT #5
RE: ARTICLE 20.06 – LEAVE FOR COURT APPEARANCES

between
Ishtar Transition Housing Society
represented by
Community Social Services Employers' Association (CSSEA)
and the
BC Government and Service Employees' Union (BCGEU)

The parties agree that in the event an employee is off on paid leave for court appearances past twenty (20) working days and where the Employer cannot fund paid leave beyond thirty (30) work days the Employer will notify the employee and the Union of the need to meet to discuss the matter.

The Union and the Employer shall meet and where they are unable to reach a resolution then the matter will be referred to Brian Foley (or designate) Associate Chair Mediation Division, Labour Relations Board for a final and binding and binding decision by the 30th work day.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Sherry Baker
Executive Director

Irene Andronek
Bargaining Committee

Bari Sych
President of the Board

Keith Graham
Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

**MEMORANDUM OF AGREEMENT #6
RE: 26. 10 (b) VEHICLE INSURANCE**

*between
Ishtar Transition Housing Society
represented by
Community Social Services Employers' Association (CSSEA)
and the
BC Government and Service Employees' Union (BCGEU)*

- (a) Where an employee uses her vehicle for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of British Columbia and carry the appropriate level of insurance.
- (b) Where ICBC regulations require an employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class on submission of documentation of that premium difference. Such insurance shall include two million (\$2,000,000) dollars third party liability.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Sherry Baker
Executive Director

Irene Andronek
Bargaining Committee

Bari Sych
President of the Board

Keith Graham
Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

MEMORANDUM OF AGREEMENT #7
RE: ARTICLE 27 – HEALTH AND WELFARE BENEFITS

between
Ishtar Transition Housing Society
represented by
Community Social Services Employers' Association
and the
B.C. Government and Service Employees' Union

For the term of this Collective Agreement, the following benefits shall be maintained until such time as the correspondence provision in Article 27 of this Collective Agreement meets or exceeds the following:

EFFECTIVE DATES	APR. 2000	OCT. 2000
BENEFITS: 1. EHC Coinsurance <i>Deductible</i> <i>Overall Max</i> <i>Oral Contraceptives</i> <i>Paramedical Services</i> <i>Hearing Aids</i> <i>Vision Care</i>	100% nil unlimited yes \$300/yr includes psychologist \$500/5yr	
2. DENTAL PLAN <i>Coinsurance A/B</i> <i>Max for Orthodontics</i> <i>Dental Cleaning</i>	50%/\$1,500 dependent child only 2x annually	
3. GROUP LIFE <i>Coverage Amount</i>	1x earnings; maximum of \$100,000	
4. AD&D <i>Coverage Amount</i>	1x earnings; maximum of \$100,000	
5. DEPENDENT LIFE <i>Coverage Amount</i> <i>Spouse/Child</i>	\$5,000/\$2,500	
6. LTD <i>Coverage Amount</i> <i>Elimination Period</i> <i>Cost Sharing</i>	120 days	

EFFECTIVE DATES		APR. 2000	OCT. 2000
7. Sick Leave	<i>Accumulation</i>	NA	
	<i>Maximum Days</i>	Na	
	<i>Payout on termination</i>	Na	
		Na	
8. STD/WI	<i>Coverage Amount/Max amount</i>	Na	
	<i>Elimination Period</i>	Na	
	<i>Duration of Benefit</i>	Na	
	<i>Cost Sharing</i>	Na	
Dual Coverage		Yes	
Direct Pay Drug Cards		Yes	
Pharmacare tie-in		No	

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Sherry Baker, Executive Director

Irene Andronek, Bargaining Committee

Bari Sych, President of the Board

Keith Graham, Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

**MEMORANDUM OF AGREEMENT #8
RE: SUPERIOR BENEFITS – VACATION ELIGIBILITY**

*between
Ishtar Transition Housing Society
represented by
Community Social Services Employers' Association (CSSEA)
and the
B.C. Government and Service Employees' Union (BCGEU)*

It is agreed that the following Annual Vacation “*superior benefits*” shall be maintained.

- 5 years continuous service.....20 workdays
- 6 years continuous service.....20 workdays
- 7 to 9 years continuous service.....25 workdays
- 10 to 14 years continuous service.....30 workdays

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Sherry Baker, Executive Director

Irene Andronek, Bargaining Committee

Bari Sych, President of the Board

Keith Graham, Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

MEMORANDUM OF AGREEMENT #9
RE: JOB SHARING

between
Ishtar Transition Housing Society
represented by
Community Social Services Employers' Association (CSSEA)
and the
B.C. Government and Service Employees' Union (BCGEU)

This Memorandum:

- outlines the circumstances under which job sharing arrangements may occur;
- outlines the terms and conditions of job sharing; and
- provides guidelines for the review of job sharing proposals.

Definitions

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

Criteria

Job sharing proposals may be considered where:

- (a) One of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed the probationary period. The second partner must have completed the probationary period and must be in the same job classification. Both partners must be performing their current positions satisfactorily; or
- (b) Two (2) partners as described above in (a) apply for one (1) full-time regular posted vacancy, as one (1) application, and both are selected as the successful candidates for the position in accordance with the factors set out in Article 12.2. Disputes regarding selection decisions made with respect to applications submitted in accordance with this clause shall be resolved pursuant to Articles 8 and (of this Collective Agreement).

Procedures for Job Sharing Proposals

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

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

Procedures for Approval of Job Sharing Proposals

Approval of the job-sharing arrangement is at the discretion of the Employer. The job-sharing proposal will be reviewed and a copy of the Employers decision will be sent to the Union. Any objections to the decision must be referred to the Joint Committee within fifteen (15) days for discussion and attempted resolution. The Parties agree that pursuant to Article 27, the Joint Committee is the final avenue for appeal of a denied job-sharing proposal. If approved, the job-sharing arrangement will be confirmed in writing by appointing the job-sharing partners as regular part-time employees. Appointment is subject to the applicable Collective Agreement provisions. Acceptance of the appointment by the partners must be in writing. The appointment letter shall indicate that the employee's hours may be temporarily increased up to full-time, if required and with as much notice as possible, to cover the other partners absence of one (1) week or greater.

Terms and Conditions

Job-sharing arrangements will not result in increased cost to the Employer beyond that incurred by any overlap in hours of work. Benefits, wage increments, seniority, vacations and statutory holidays for job-sharing partners will be paid on a pro rata basis per job sharing partner.

Procedures for Termination of Job Sharing Arrangements

- (a) The Employer may, upon thirty (30) days notice, terminate a job-sharing arrangement. Notification of the termination will be given to the job-sharing partners and the BCGEU Staff Representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted with Article 12 of the Collective Agreement.
- (b) Either job sharing applicant may, upon thirty (30) days notice, terminate a job-sharing arrangement. Notification of the termination will be given to the Employer and the BCGEU Staff Representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted with Article 12 of the Collective Agreement.

- (c) In the event that one of the job-sharing partners resigns the other job-sharing partner, subject to satisfactory performance, will be offered the position on a full-time basis. Job-sharing partners must provide the Employer two (2) weeks written notice of resignation. If the remaining job-sharing partner declines the full-time position, he/she will revert to full-time and be provided sixty (60) days to propose and finalize another job-share arrangement. The onus is on the employee to seek alternate employment if she declines the offer of a full-time position or if she is unable to obtain an approved job-sharing arrangement. In that case, the position will revert to full-time status and be posted in accordance with Article 12 of the Collective Agreement.
- (d) The Parties agree that decisions to terminate a job-sharing arrangement are not grievable

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Sherry Baker, Executive Director

Irene Andronek, Bargaining Committee

Bari Sych, President of the Board

Keith Graham, Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.

MEMORANDUM OF AGREEMENT #10
RE: LOCAL ISSUES ADDENDUM

between
Ishtar Transition Housing Society
represented by
Community Social Services Employers' Association (CSSEA)
and the
B.C. Government and Service Employees' Union (BCGEU)

14.2 Hours of Work

- (a) Regular hours of work for full-time employees shall be at least thirty-three (33) hours, and not more than forty (40) hours per week, and eight (8) hours per day. Modified hours shall not exceed forty (40) hours per week or twelve (12) hours per day.
- (b) Permanent employees required to work shifts shall receive a minimum of two (2) consecutive days off within a seven (7) day period. Casual employees required to work shifts shall receive a minimum of (2) consecutive days off after having worked five (5) consecutive days or four (4) days off within a fourteen (14) day period, two (2) of which must be consecutive.
- (c) Where the Employer proposes to make a permanent change to a shift schedule, the proposed change will be brought to the affected employees for discussion prior to the implementation of the change.

30.3 Casual Call In

- (a) Casual employees shall be called for work within a work unit/location, provided they are qualified and available, in order of seniority. Casual employees will advise their supervisor on their availability on or before the first of the month.

(b) Casual employees shall lose their seniority if they refuse work for which they have indicated availability on three (3) consecutive occasions in a three (3) month period or if they are on layoff for more than twelve (12) months.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Sherry Baker, Executive Director

Irene Andronek, Bargaining Committee

Bari Sych, President of the Board

Keith Graham, Staff Representative

Tom Leggett, Consultant
Human Resources and Labour Relations, CSSEA

Dated this _____ day of _____, 2002.