

**COLLECTIVE AGREEMENT**

**between the**

**INTERLOCK EMPLOYEE  
AND FAMILY ASSISTANCE CORPORATION OF CANADA**

**and the**

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

**Effective from December 1, 2000 to November 30, 2003**

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## DEFINITIONS

For the purpose of this Agreement:

1. *"Bargaining Unit"* is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of B.C. on the 20th day of August, 1979.
2. *"Employee"* means a member of the bargaining unit and includes:
  - (a) *regular employee* -- means an employee who is appointed to:
    - (i) continuous full-time work, or
    - (ii) continuous part-time work of twenty (20) hours or more per week.
  - (b) *casual employee* -- means an employee who is employed for work as follows:
    - (i) vacation relief
    - (ii) maternity/parental relief
    - (iii) relief for employees on any other leave
    - (iv) special projects
    - (v) work of less than twenty (20) hours per week.
3. *"Employer"* means the *Interlock Employee and Family Assistance Corporation of Canada*, hereinafter referred to as *"Interlock"*.
4. *"Day of rest"* in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence.
5. *"Demotion"* means a change from an employee's position to one with a lower maximum salary.
6. *"Headquarters area"* means that area within a radius of 32 km of where an employee ordinarily performs his/her duties.
7. *"Lateral transfer"* refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
8. *"Layoff"* is a cessation of employment as a result of a reduction in the amount of work required to be done by the Employer and where, should work become available, employees will be recalled in accordance with Article 12 of this Agreement.
9. *"Leave of absence with pay"* means to be absent from duty with permission and with pay.  
*"Leave of absence without pay"* means to be absent from duty with permission but without pay.
10. *"Pay"* means rate of compensation for the job.
11. *"Promotion"* means a change from an employee's position to one with a higher maximum salary level.
12. *"Resignation"* means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.



13. *"Rest period"* is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
14. *"Termination"* is the separation of an employee from Interlock for cause pursuant to Articles 10 and 11 of this Agreement.
15. *"Transfer"* refers to the movement of an employee from one geographic location to another.
16. *"Travel status"* with respect to an employee means absence of the employee from his/her headquarters or headquarters area on the Employer's business with the approval of the Employer.
17. *"Workday"* is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

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

### **1.3 Conflict with Regulations**

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

### **1.4 Use of Terms**

The masculine gender is used throughout this Agreement for convenience only and by no means is intended to exclude female employees from the provisions herein. Wherever the masculine or singular is used, the same shall be construed as meaning the feminine or plural unless otherwise specifically stated.

### **1.5 Human Recognition & Rights**

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

## 1.6 Sexual Harassment

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.
- (b) Examples of sexual harassment included but are not limited to:
- (1) a person asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits.
  - (2) inappropriate touching, including touching which is expressed to be unwanted;
  - (3) suggestive remarks or other verbal abuse with a sexual connotation;
  - (4) compromising invitations;
  - (5) leering, staring or making sexual gestures;
  - (6) demands for sexual favours;
  - (7) sexual assault;
  - (8) display of pornographic or other sexual material.
- (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against his/her will.
- (d) *Procedure*
- (1) All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.
  - (2) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, Union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
  - (3) If the matter is not resolved to the employee's satisfaction, then the employee will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six (6) months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a Union representative present during these discussions. Where the first excluded level of management is the respondent, the employee shall approach the respondent's supervisor.
  - (4) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing within thirty (30) days of receiving the manager's response or when the response was due.
  - (5) The Executive Director or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the

proposed resolution within thirty (30) days of providing notice to the Executive Director or such later date as may be mutually agreed by the Employer and the Union.

(6) Where the matter is not resolved pursuant to (5), the Union may refer the matter to an agreed to investigator.

(7) Disciplinary action taken by the Employer which is consistent with the recommendations of the Investigator shall be considered by all Parties to be determinative of the complaint and shall not form the basis of a grievance.

Disciplinary action taken by the Employer which exceeds the recommendations of the Investigator may form the basis of a grievance which shall be filed directly at Step 3.

(8) If the Adjudicator determines that discrimination and/or harassment has occurred the Employer must document the personnel file of the respondent accordingly.

(9) Pending the determination of the complaint, the Executive Director may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.

(10) The complainant will not be relocated without his/her agreement.

## **1.7 Workplace Harassment**

The Employer recognizes the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standard of the workplace.

Workplace harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

### *Procedures*

(a) If there is an allegation of workplace harassment, the employee will approach their supervisor or the first level of excluded manager, not involved in the matter, for assistance in resolving the issue within thirty (30) days of the alleged occurrence. The supervisor/manager will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The supervisor/manager will discuss the proposed resolution with the employee. The employee may have a steward present during these discussions.

(b) If the proposed resolution is not acceptable, the employee may refer the matter through the Union in writing to the Executive Director or his/her designate within thirty (30) days of receiving the supervisor's/manager's response or when the response was due. The written statement will provide full particulars of the allegation including the name(s) of the individual(s) involved, the date(s), the wrongdoing which is alleged to have occurred and an outline of the steps which have been taken to resolve the matter in (a) above. The Executive Director shall provide the respondent with a copy of the complaint.

(c) The Executive Director or his/her designate will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved in the allegation shall be advised in writing of the proposed resolution within thirty (30) days of providing notice to the Executive Director or his/her designate.

(d) Where the matter is not resolved pursuant to (c), the Union may refer the matter to an Investigator within thirty (30) days of receiving the Executive Director's response or when the response was due. From the list of approved investigators in 1.8 below union and management will mutually agree upon an investigator to whom the union then may refer the matter.

The Investigator shall hear and determine any dispute between the Parties over interpretation, application or any alleged violation of this Clause. The hearing shall be conducted in a manner consistent with the principles of natural justice, so as to give those involved a fair hearing. Investigator shall determine his/her own procedure and may admit any evidence deemed necessary or appropriate. The Investigator may:

- (1) make findings of fact;
- (2) decide if, on the facts, harassment has occurred;
- (3) attempt to mediate a resolve.

The decision of the Investigator shall be final and binding and consistent with the terms of the Collective Agreement.

(e) Where the complaint is found to be frivolous, vindictive or vexatious, the Employer may take appropriate action which may include discipline.

## **1.8 List of Investigators**

Ricki Lambeck  
John McConchie  
Marian Exmann  
Heather Raven

## **1.9 Workplace Violence**

(a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical violence or verbal abuse from clients, persons in care or custody, or the public.

(b) Where such potential exists:

- (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents as agreed by both Parties;
- (2) physical and procedural measures for the protection of employees, applicable to those worksites or work situations, shall be implemented as agreed to by both Parties.

(c) The Interlock EAP policy shall cover immediate critical incident stress debriefing and post traumatic counselling for employees who have suffered as a result of actual or threatened physical violence. Leave to attend such debriefing or counselling sessions will be without loss of pay.

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

### **2.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the Certificate issued by the Labour Relations Board of B.C. on August 20, 1979 except those in positions mutually excluded by the Parties as managerial and/or confidential.

Incumbents of 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 or by virtue of their being covered by another bargaining unit as specified by the Labour Relations Board of B.C.

**2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification, issued by the Labour Relations Board on August 20, 1979, applies.

**2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee 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.

**2.4 No Other Agreement**

No employee 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.

**2.5 No Discrimination for Union Activity**

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

**2.6 Recognition and Rights of Stewards**

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

A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

The duties of stewards shall include:

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

**2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, 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.

## 2.8 Union Insignia

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

## 2.9 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia Act. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

### (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted with two (2) weeks notice in writing, if possible.

- (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 the Bargaining Committee to carry on negotiations with the Employer and for meetings of the Bargaining Committee.

### (b) *With Pay*

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

- (1) to stewards, or their alternates, to perform their duties pursuant to Section 2.6;
- (2) to employees called to appear as witnesses before an Arbitration Board.
- (3) Where employees are appointed by the Union as Union representatives on Joint Labour-Management Committees as specified in this Agreement, they shall be granted leave of absence without loss of basic pay to attend such meetings.

### (c) *Local Worksite Union Meetings*

The Employer agrees to allow employees to leave work for up to a total of four (4) hours a year for the purpose of attending Union meetings without loss of pay or benefits. The Union agrees to notify the Employer of the dates of such meetings at least two weeks prior to the meeting. Minimal staff coverage shall be maintained.

- (d) 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 of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of paragraph (1) of this section, 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.

**2.11 Employer Facilities**

The Union shall be provided with access to printing and duplicating facilities and agrees to reimburse the Employer the costs of such printing or duplicating.

**2.12 Union Shop Card**

The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

**ARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on August 20, 1979 were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after August 20, 1979 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 August 20, 1979 to become a member of the Union.

**ARTICLE 4 - CHECK-OFF UNION DUES**

- (a) The Employer shall, as a condition of employment deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of any employee who is a member of the Union any assessments levied in accordance with the Union constitution and/or bylaws and owing by the employees to the Union.
- (c) Deductions shall be made monthly in the second 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 as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

#### **ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off and to inform the Bargaining Unit Chair of any new hirings. A new employee shall be advised of the name and location of his/her steward and Bargaining Unit Chair. 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 who will provide the employee with a copy of the Collective Agreement. 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 with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 7 - EMPLOYER-UNION RELATIONS**

##### **7.1 Representation**

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

##### **7.2 Union Bargaining Committee**

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

##### **7.3 Union Representatives**

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



(b) Upon receipt of written request, the Employer may allow time on the agenda of any course, seminar or workshop held by the Employer for the employees, for a Staff Representative from the Union to speak.

(c) The Employer recognizes that in some circumstances it is difficult for the President or his/her paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or his/her designate shall submit a request in writing to the Employer to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting not to exceed one (1) hour's duration. Attendance at such meetings shall be considered time worked.

#### **7.4 Technical Information**

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

#### **7.5 Union-Employer Relations**

The Union and the Employer recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services and labour-management relations.

To this end the Union and the Employer representatives agree that in the event either Party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed by mutual agreement. The Employer and the Union agree to meet for this purpose at reasonable intervals upon fourteen (14) days notice by either Party.

#### **7.6 Labour/Management Committee**

(a) *Establishment of Labour/Management Committee* - There shall be established a Labour/Management Committee composed of up to two (2) Union appointed Representatives and up to two (2) Employer Representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

(d) The Parties understand and agree that the Labour-Management Relations Committee is not intended to serve as a supplement or an alternative to the grievance-arbitration process, nor to interfere with or attempt to re-negotiate any provisions of the Agreement between the Parties.

(e) It is intended by the Parties that the Labour Management Relations Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns. This Committee is in no way intended to limit or restrict the rights reserved to the Employer to manage its operations or affairs.

(f) Meetings of the Labour Management Relations Committee will be held at the request of either Party as soon as is possible following the request to meet.

(g) It is intended that any employee participating in meetings of the Labour Management Relations Committee as a representative of the Union will not suffer loss of remuneration otherwise payable by the Employer.

### **7.7 Union Representation on Board**

The Union shall appoint a representative and alternate of the membership to the Interlock Employee and Family Assistance Corporation of Canada Board of Directors who will sit on the Board with voice, except on all personnel matters. Union representative shall receive timely notice of board meetings, agenda and minutes.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

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

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

### **8.2 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/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

### **8.3 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 8.4, must do so not later than thirty (30) days after the date:

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

### **8.4 Step 2**

- (a) Subject to the time limits in Section 8.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor 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;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**8.5 Time Limit to Reply at Step 2**

The Representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

**8.6 Step 3**

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

- (a) within twenty-one (21) days after the decision has been conveyed to him by the representative designated by the Employer to handle grievances at Step 2;
- (b) within twenty-one (21) days after the Employer's reply was due.

**8.7 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.

**8.8 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.

**8.9 Time Limit to Submit to Arbitration**

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

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

**8.10 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.

**8.11 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension the grievance may commence at Step 3 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of dismissal or notice of suspension.

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

### **8.13 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. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

### **8.14 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an 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.

### **8.15 Retroactive Settlements**

Settlements reached at any step of the grievance procedure shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt of the reply at the third step of its desire to submit the difference or allegations to arbitration.

### **9.2 Appointment of the Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, within seven (7) days thereafter, both Parties shall meet to select a single arbitrator from the agreed-upon list outlined in Article 9.3.

### **9.3 List of Arbitrators**

The Parties shall agree upon a list of arbitrators with thirty (30) days of the signing of this Agreement.

### **9.4 Board Procedure**

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

### **9.5 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 or discipline grievance by any arrangement which he deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### **9.6 Disagreement on Decision**

Should the Parties disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify his/her decision, which he shall make every effort to do within seven (7) days.

### **9.7 Expenses of Arbitrator**

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

### **9.8 Amending Time Limits**

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

### **9.9 Witnesses**

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

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

### **10.1**

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

### **10.2 Dismissal and Suspension**

The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend an employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal; when an employee is dismissed, suspended or disciplined, he shall be given the reason in writing in the presence of his/her steward. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reason for such dismissal or suspension.

### **10.3 Right to Grieve**

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

### **10.4 Burden of Proof**

In cases of discipline, suspension and dismissal, the burden of proof of just cause in any arbitration hearing or grievance procedure as outlined herein shall rest with the Employer. In proceedings pursuant to this Article in cases of discipline, suspension or dismissal, the Employer shall not produce evidence other than evidence in support of the allegations outlined in the written notice to the employee.

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

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

personnel record. Upon the employee's 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 similar further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **10.6 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given sufficient opportunity after the interview to read and review the appraisal. 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 appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee appraisal 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.

### **10.7 Personnel File**

An employee or the President of the Union (or his/her designate) with the written authority of the employee, shall have a right of access to his/her personnel record upon giving two (2) days notice to the Employer. Copies of all entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in his/her file, he shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

### **10.8 Right to Have Steward 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 supervisor intends to interview an employee for disciplinary purposes the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of appropriate action being taken.

(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 and the steward provided that this does not result in an undue delay of the appropriate action being taken.

### **10.9 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority and shall be compensated for all time lost in an amount equal to his/her normal earnings during the period of such suspension or discharge. Any other compensation which is considered just and equitable in the opinion of the Parties or in the opinion of the Arbitrator if the matter is referred to an Arbitrator, may be made.

### **10.10 Probation for Newly Hired Employees**

A rejection during probation shall not be considered a dismissal for the purpose of Article 10.2 of this Agreement, however, a probationary employee may be rejected for just cause. The rejection shall be on the basis of suitability of the probationary employee for continued employment in a position to which he

has been appointed, provided that the factors involved in suitability could reasonably be expected to effect work performance. The probation period shall be 913.5 hours or one (1) year, whichever comes first.

Where an employee feels he has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this Agreement commencing at Step 3.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

- (a) Service seniority means an employee's length of service with the Employer. Employees shall be credited with service seniority equivalent to their length of continuous service with the Employer prior to signing of this Agreement. Service seniority for part-time employees shall be prorated on the basis of one (1) year's service seniority for every 1,827 hours completed.
- (b) Classification seniority means an employee's length of service in his/her present classification. All employees shall be credited with classification seniority equivalent to their length of service in their present classification with the Employer.
- (c) When two (2) or more employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.
- (d) Students and/or contract workers will not accrue seniority except over other students and/or contract workers.

### **11.2 Seniority List**

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

### **11.3 Loss of Seniority**

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

- (a) he is discharged for just cause;
- (b) subject to 11.5 he voluntarily terminates his/her employment or abandons his/her position;
- (c) he is on layoff for more than one year;
- (d) he retires from Interlock.

### **11.4 Seniority on Demotion**

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

### **11.5 Re-employment**

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

### **11.6 Bridging of Service**

(a) If a regular employee terminates after August 1, 1979, as a result of a decision to raise a dependent child or dependent children, and is reemployed upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (1) the employee must have been a regular employee with at least three (3) years' of service seniority at the time of termination;
- (2) the resignation must indicate the reason for termination;
- (3) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
- (4) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

### **12.1 Layoff**

In the event of layoffs resulting from a decrease in the amount of work to be done, such layoffs shall be in reverse order of service seniority dependent upon qualifications.

### **12.2 Recall**

Employees on layoff shall be recalled in the order of service seniority.

### **12.3 Advance Notice**

The Employer shall notify employees who are to be laid off, twenty (20) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

### **12.4 Severance Pay**

Should any employee be terminated as a direct result of lack of work, the Employer shall pay lump sum severance pay.

Severance pay shall be paid on the basis of one (1) week for every completed year of service, to a maximum of twelve (12) weeks.

## **ARTICLE 13 - HOURS OF WORK**

### **13.1 Annual Hours of Work**

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1,827, which is equivalent to an average of thirty-five (35) hours per week.

### **13.2 Standard Hours**

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



### 13.3 Work Schedules

(a) The Employer retains the right to establish the hours of operation. Work schedules shall be established by mutual agreement between the Employer's designate and the Union's designate in accordance with the following:

(b) *Shift Patterns*

(1) Five (5) day schedule;

(2) Five (5) day, four (4) day schedule, with the extra day off scheduled by mutual agreement at the local level. The nine (9) work days within the two (2) week period shall be seven (7) hours and forty-seven (47) minutes in duration; or

(3) Four (4) day week, with the extra day off scheduled by mutual agreement at the local level. The four (4) work days in the week shall be eight (8) hours and forty-five (45) minutes in duration; or

(4) The workday shall be seven (7) hours and thirty (30) minutes duration with the extra time worked accumulated and scheduled by mutual agreement at the local level as a day off every three (3) weeks.

(c) *Scheduling of Hours*

(1) Starting and finishing times scheduled by mutual agreement.

(2) Starting and finishing times unscheduled.

(3) Starting and finishing times unscheduled around a mutually agreed core period.

(4) Starting and finishing times unscheduled within a mutually agreed entry and exit period around a mutually agreed core period.

(i) A record of the employee's work schedule shall be maintained at the local level.

(ii) There shall be equitable rotation of the extra days off.

(iii) Pursuant to Clause 13.8 any shortfall arising from designated paid holidays falling within the schedule shall be scheduled by mutual agreement within the two (2) week period following the designated holiday.

(iv) The Employer shall not unreasonably withhold agreement on any of the work schedule options in this Article.

(v) Work schedules, once agreed upon, shall be posted.

(d) *Changes in Work Schedules* -- Work schedules may be altered at any time by mutual agreement between the Employer's designate and the employee at the local level in accordance with the provisions of this Article.

Where changes in work schedules cannot be agreed upon at the local level the matter shall be referred by either Party to the Labour/Management Committee for consideration and agreement.

The Labour/Management Committee shall meet within five (5) working days to consider the matter. Within three (3) days of the initial meeting the Labour/Management Committee shall either resolve the matter or it may be submitted by either Party to arbitration.

Pending resolution at the Labour/Management Committee, the Employer may after fourteen (14) days notice, on an interim basis, change starting and finishing times or alter existing work schedules.

(e) *Flextime*

(1) For the purpose of this Agreement, flextime means the hours worked by an employee, or group of employees, who are given authority to:

(i) choose their starting and finishing times; and

(ii) choose their length of workday within the stated maximum number of hours, subject to meeting the annual hours of work, in accordance with this Agreement, through the specified averaging period.

(2) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

(3) The averaging period for those employees on flextime shall be seventy (70) hours per two (2) week period.

(4) The workday for those employees on flextime shall not exceed ten (10) hours.

#### 13.4 Meal Periods

(a) Meal periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.

(b) An employee shall be entitled to take his/her meal period away from the workstation.

#### 13.5 Rest Periods

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

#### 13.6 Conversion of Hours

(a) *Vacation* -- Where an employee is granted vacation, pursuant to Article 18, and where the regularly scheduled workday is greater than seven (7) hours per day, employees shall remain on the agreed work schedules and the vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

(b) *Designated Paid Holidays* -- Where an employee is granted a designated paid holiday, pursuant to Article 17 of this Agreement, the time off granted will be seven (7) hours per day designated paid holiday for a full-time employee and prorated for part-time employee.

(c) When statutory or designated holidays fall within a two (2) week scheduling block, the additional hours to be worked in order to average seventy (70) hours during the two (2) week block may be carried over to the next two (2) week scheduled block, if the scheduling of those additional hours is not possible during the original two (2) week period.

#### 13.7 Work Location

(a) Every employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the

new work location in excess of time normally spent in travel from the employee's residence to his/her designated headquarters shall be considered as time worked.

(b) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.

(c) Except in the case of temporary assignment for the duration of less than one (1) month, and except in the case of emergencies, the Employer shall give a regular employee two (2) weeks advance notice, in writing, stating the reasons, prior to implementing any change in the employee's designated work location.

### **13.8 Clean-Up Time**

Employees shall be allowed reasonable time during the workday for clean-up purposes. Clean-up time immediately prior to the end of the workday shall be limited to work station clean-up.

### **13.9 Resolution of Disputes**

(a) In the event of a dispute regarding any provision of this Article, the matter shall be referred to the Labour/Management Committee for resolution.

(b) Failure by the Labour/Management Committee to resolve the dispute within ten (10) days of referral may result in either Party referring the dispute to arbitration pursuant to Article 9 of this Agreement.

(c) Pending final resolution of a dispute, the status quo with respect to work schedules shall be maintained.

### **13.10 Standby Provisions**

Where employees are required to stand by to be called for duty under conditions that restrict their normal off-duty activities, they shall be compensated at the rate of one hundred and fifty dollars (\$150.00) per week of standby duty. Employees shall be provided with a message pager. If any call received requires action, the employee on standby is entitled to overtime for such calls at applicable rates except that such overtime shall be calculated in fifteen (15) minute increments.

## **ARTICLE 14 - OVERTIME**

### **14.1 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.

(e) "*Double time and one-half*" means two and one-half times the straight-time rate.

### **14.2 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 of those employees on flextime; or
- (3) the agreed averaging period.

(b) For the purposes of calculating the hourly rate for overtime, an employee's monthly rate shall be divided by the monthly hours, 152.25.

(c) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### **14.3 Recording of Overtime**

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

### **14.4 Sharing of Overtime**

Overtime work shall be allocated on an equitable basis within each classification.

### **14.5 Overtime Compensation**

(a) Overtime worked shall be compensated at the following rates:

(1) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday;

(2) double time for hours worked in excess of (1); and

(3) double time for all hours worked on a day of rest. The computation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) An employee who works on a designated holiday which is not a scheduled workday shall receive his/her regular day's pay and shall receive additional compensation at the rate of double time for all hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) The employee shall have the option of receiving cash for overtime or equivalent compensating time off in lieu of being paid. Time off shall be scheduled at a mutually agreeable time; the Employer agrees not to unreasonably withhold approval for an employee to take time off pursuant to this Article.

(e) If the employee elects to take compensating time off for overtime compensation, he shall, within sixty (60) days, schedule such earned time off. If this time is not scheduled within sixty (60) days the payment will be made in cash.

(f) Any overtime due at year-end for that calendar year or prior to terminating employment shall be paid in cash.

(g) Overtime shall be calculated in thirty (30) minute increments.

### **14.6 Overtime Meal Allowances**

An employee who is required to work a minimum of two and one-half (2½) hours overtime before or after his/her scheduled hours of work shall be provided with a meal. If a meal is not provided the employee shall be reimbursed in the amount of twelve dollars (\$12.00). A meal break of one-half (½) hour with pay at the overtime rate shall be given. This section shall not apply to an employee who is on travel status which entitles him to claim for lodging and/or meals.

**14.7 No Layoff to Compensate for Overtime**

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

**14.8 Right to Refuse Overtime**

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

**14.9 Call-Out Provisions**

An employee who is called back to work outside of regular working hours shall be compensated for a minimum of three (3) hours at the applicable overtime rates. He shall be compensated from the time he leaves his/her home to report for duty until the time he arrives back upon proceeding directly to and from work.

**14.10 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.

**14.11 Child Care Expenses Outside of Regular Workday**

Should an employee be required to be away from home on the Employer's business outside of the regular workday, the Employer agrees to pay the costs of receipted child care expenses for the period over and above the regular workday where such expenses are incurred.

**14.12 Overtime for Part-time Employees**

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.

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

**ARTICLE 15 - HOLIDAYS****15.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Government for the locality in which an employee is working shall also be a paid holiday. In addition, four hours on the last working day prior to Christmas Day and four hours on the last working day prior to New Year's Day shall also be paid holidays.

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

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

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

When a paid holiday falls on an employee's day of rest the Employer shall give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected.

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

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

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

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

## **ARTICLE 16 - ANNUAL VACATION**

### **16.1 Earning of Annual Vacation - First Partial Year of Employment**

In the first partial year of employment, i.e., if an employee does not work the first complete calendar year, vacation entitlement at the rate of one and one-quarter (1¼) days of vacation per month worked shall be accumulated as earned to the employee's credit.

### **16.2 Earning of Annual Vacation - Full Calendar Year of Employment**

A full-time employee will have an annual vacation entitlement as follows:

Commencing with the first full calendar year of employment:

- (a) fifteen (15) working days during the employee's first full calendar year of employment.
- (b) twenty (20) working days during the employee's second full calendar year of employment.
- (c) twenty-five (25) working days during the employee's fifth full calendar year of employment.
- (d) one (1) additional working day for each completed year of continuous service over the five (5) full calendar years up to a maximum of ten (10) such additional days.

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

### **16.3 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 he chooses to take his/her vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period of May 1 to August 30, inclusive, which shall be defined as the prime time vacation period.

### **16.4 Vacation Preference**

(a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit. Where an employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Regular vacations shall have priority over banked vacation time during the prime time vacation period.

### **16.5 Vacation Schedules**

(a) Vacation schedules will be circulated and posted by April 1st of each year.

(b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedules shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

### **16.6 Vacation Relief**

Where vacation relief is required the Employer shall give regular employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job and arrange for staff replacements at the lowest paying category.

### **16.7 New Employees**

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

### **16.8 Scheduled Vacations**

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

### **16.9 Vacation Pay**

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

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

When an employee is qualified for such leave, bereavement, or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

**16.11 Call Back on Vacation**

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

**16.12 Vacation Carry Over**

Employees may carry over up to five (5) days per annum of annual vacation entitlement. Employees shall not receive cash in lieu of vacation time except upon termination.

**16.13 Vacation Credits Upon Death**

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

**16.14 Casual Employees**

Casual employees shall receive vacation pay at the rate of six percent (6%) of their regular earnings. After two (2) full years of service the casual employee shall receive vacation pay at the rate of eight percent (8%) of their regular earnings.

**ARTICLE 17 - SICK LEAVE****17.1 Sick Leave Entitlement**

- (a) A regular full-time employee shall earn sick leave credits at the rate of one and one-half (1½) days for each month of service in which pay was received for at least ten (10) days. A regular part-time employee shall be entitled to sick leave credits on a pro rata basis for each month of service in which pay was received for at least ten (10) days. Where an employee is absent from work because of illness or injury the employee shall be entitled to claim sick leave at his/her regular rate of pay for a maximum period equivalent to his/her accumulated sick leave credit. An employee who is sick for eight (8) or more consecutive days shall use their wage indemnity insurance as per Article 17.10.
- (b) All unclaimed sick leave shall be carried forward to the next calendar year. Total sick leave credits shall not exceed ninety (90) working days for full-time employees. For a regular part-time employee, the ninety (90) working day cap shall be prorated based on the employee's regular weekly hours compared to the full-time weekly hours; e.g. a 0.8 employee would have a cap of  $90 \times 0.8 = 72$  working days.
- (c) The Employer agrees to record and post all sick leave credits for all employees.
- (d) Time absent on Long Term Disability shall not be included in calculating the ten (10) day period referenced in paragraph (a) above.

**17.2 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of his/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.

**17.3 Medical Report**

The Employer may request a report from a qualified medical practitioner if the absence is over seven (7) working days. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.



#### **17.4 Family Illness**

In the case of illness of a member of the immediate family of an employee, as defined in Section 19.1, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying the supervisor, to use up to ten (10) days for this purpose providing that total family illness leave plus leave granted under Articles 19.1 (Bereavement Leave) and 19.2 (Special Leave) does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.

#### **17.5 Deduction of Sick Leave**

All absences on account of illness or injury on a normal working day (exclusive of designate paid holidays) shall be charged against an employee's sick leave credits. This article does not apply to injuries that are deemed to be compensable by the Workers' Compensation Board.

#### **17.6 Ineligible for Sick Leave**

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

#### **17.7 Sick Leave Records**

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

#### **17.8 Travel Time for Medical and Dental Care**

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### **17.9 Wage Indemnity**

The Employer agrees that employees shall be covered by wage indemnity for periods of illness extending beyond eight (8) days.

An employee shall use wage indemnity beginning on the eighth (8th) day of a non-occupational accident or a non-occupational illness, where coverage is not provided by another insurance company. The period of benefit shall not exceed twenty-six (26) weeks.

The Employer will supplement wage indemnity benefit for a maximum of twenty-six (26) weeks using the employees earned sick leave credits.

For regular employees hired after the date of ratification of the Memorandum of Agreement, April 12, 2002, who work full-time, the Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the monthly premium.

### **ARTICLE 18 - CAREER DEVELOPMENT**

#### **18.1 Purpose**

Both Parties recognize that an improved service to the public will result if employees acquire knowledge and skills related to the services provided by INTERLOCK. The provisions of this Article are intended to assist employees in maintaining and improving skills and to assist in preparing them for foreseeable jobs.

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

The Labour/Management Committee may establish policy relating to educational leave and allowances including the establishment of training programs, eligibility requirements and selection procedures and shall make recommendations concerning the same to the Bargaining principals.

### **18.3 Education Leave and Allowances**

Education leave and allowances may be granted to an employee pursuant to the recommendation of the Labour/Management Committee either with or without pay.

### **18.4 Course Leave**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted the Employer shall bear the full cost of the course including tuition, entrance or registration fees, laboratory fees and course required books. The Employer shall also reimburse the employee for his/her travelling subsistence and other legitimate expenses where applicable.
- (b) Should an employee be required to be away from home on course leave outside of his/her regular workday, the Employer agrees to cover the costs of receipted child care expenses over and above his/her regular expenses for
- (c) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

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

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

### **18.6 General Skill Upgrading**

It is the intent of this Article that employees shall be encouraged through the granting of leave and provision of allowances to enrol in programs which will enable them to acquire additional skills which are related to the types of services the Employer provides.

### **18.7 Staff Development Leave**

In order that employees shall have the opportunity for an exchange of knowledge and experience with colleagues, employees shall be entitled to up to five (5) days leave with pay (prorated if working less than full-time) each year for the following purposes:

- (a) To attend conferences or conventions related to the employee's field or specialization;
- (b) To participate in seminars, workshops, symposia, or similar out-of-service programs to keep up-to-date with knowledge and skills in their respective field.

#### *Conditions*

- (1) This leave shall be granted upon mutual agreement between the employee and Employer.
- (2) Employees wishing to proceed on staff development leave shall submit a request in writing, to the Employer, indicating the leave required and the relevance of the particular event to the employee's job. On his/her return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to the other employees.

- (3) The Employer may reimburse an employee proceeding on staff development leave, all or part of his/her expenses.
- (4) If the relevance of a conference, convention, workshop, seminar, or similar program is in dispute, it shall be referred to the Labour/Management Committee.
- (5) An employee who attends a conference, convention, seminar, staff meeting of a similar nature, at the request of the Employer shall be deemed to be on duty and, as required, on travel status, however, such time shall not be counted as part of the staff development leave.
- (6) Staff development leave shall not be cumulative.
- (7) The Labour/Management Committee shall be responsible for establishing guidelines for the granting of staff development leave, including an evaluation of the relevance of various events.

## **ARTICLE 19 - SPECIAL AND OTHER LEAVE**

### **19.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at 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 normally not exceed five (5) working days.

Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law, fiancé, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

### **19.2 Special Leave**

An employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay for the following:

- (a) Marriage of the employee ..... (3) three days
- (b) Attending wedding of employee's child..... (1) one day
- (c) Birth or adoption of the employee's child..... (1) one day
- (d) Serious household or domestic emergency..... (1) one day
- (e) Moving household furniture and effects ..... (1) one day
- (f) Divorce hearing of employee..... (1) one day
- (g) Attending his/her formal hearing to become a Canadian citizen ..... (1) one day
- (h) Court appearance for hearing of employee's child..... (1) one day
- (i) Attending funeral as pallbearer or mourner ..... (1/2) one-half day

Two (2) weeks' notice is required for leave under subsections (a), (b), and (f). For the purpose of determining eligibility for special leave under (e), an employee will qualify if he is maintaining a self-contained household and if he is changing his/her place of residence, which necessitates the moving of household furniture and effects during his/her normal working hours and if he has not already qualified for special leave under (e) on two (2) occasions within the preceding twelve (12) months.

### 19.3 Full-Time Union or Public Duties

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

- (a) for employees to seek election in a Municipal, Provincial or Federal election;
- (b) for employees selected for a full-time position with the Union or any body with which the Union is affiliated, for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President 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.

### 19.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearances, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment requiring attendance at court shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

### 19.5 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.

### 19.6 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for an emergency or unusual situation. Such request is to be in writing and approved by the Employer. Approval shall not be withheld unreasonably. Upon request, the Employer will provide reasons for withholding approval.

## ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

### 20.1 Maternity Leave

A pregnant employee shall qualify for maternity leave upon completion of the probation period.

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than seventeen (17) weeks plus an additional six (6) weeks if the employee is unable to return to work at the end of the seventeen (17) weeks for reason related to the birth.

- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of delivery.
- (c) The Employer shall, upon the request of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) On return from maternity leave an employee shall be placed in her former position.
- (e) The Employer shall maintain coverage for medical, extended health, dental, group life, weekly indemnity and long term disability and shall pay the Employer's share of these premiums.
- (f) Notwithstanding Article 16.2 and 16.12, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 16.12.
- (g) Maternity leave for employees in their initial probation period shall be in accordance with the Employment Standards Act.

### **20.2 Use of Accumulated Sick Leave During Maternity Leave**

After the expiry of maternity benefits under the Unemployment Insurance Act, the employee shall be placed on sick leave with pay. Such leave will be deducted from the sick leave credits accumulated by the employee. The amount of paid maternity leave shall not exceed the total amount of the accumulated sick leave credits.

### **20.3 Parental and Adoption Leave**

- (a) The purpose of this leave is for the primary care and custody of the newborn or newly adopted child(ren).
- (b) The employee shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks following the birth or adoption of the child(ren).
- (c) The Employer shall maintain coverage for medical, extended health, dental, group life, and long term disability and shall pay the Employee's share of the premiums.
- (d) Where this provision is used in combination with Article 20 the combined leave(s) shall not exceed fifty-two (52) weeks.

### **20.4 Seniority Rights on Reinstatement**

An employee who returns to work after the expiration of maternity leave shall retain service credits and seniority rights accumulated prior to the maternity leave of absence, and shall be credited with seniority for the period of time covered by the maternity leave. The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for reemployment is not made prior to the expiration of the leave.

### **20.5 Sick Leave Credits**

Illness arising due to pregnancy during employment may be charged to normal sick leave credits.

## ARTICLE 21 - SAFETY AND HEALTH

### 21.1 Conditions

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

### 21.2 Safety Committee

(a) The Employer and the Union agree that policies and guidelines relating to Safety and Health shall be established by the Labour/Management Committee. The Committee will meet at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

(b) The Labour/Management 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.

### 21.3 Injury Pay Provision

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

### 21.4 Transportation of Accident Victims

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

### 21.5 Communicable Diseases

(a) The Employer shall, in consultation with its staff, develop and implement a program and procedure to prevent acquisition and transmission where employees may come into contact with a person with a communicable disease.

(b) Where the Employer is aware of a client with a reportable communicable disease, the Employer shall, within the bounds of professional code of ethics, inform all employees who may have contact with the client of the inherent risk of the communicable disease.

(c) Where a vaccination for a reportable communicable disease is or may become available as a preventative measure, such vaccination, when not freely available through the public health system, shall be made available on a voluntary basis to all employees who may be at risk of contracting the disease, at the Employer's expense.

## ARTICLE 22 - TECHNOLOGICAL CHANGE

### 22.1 Definition

Technological change shall mean:

(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 which will result in a layoff or termination of the employees by the Society.

(b) A change in the manner in which the Employer carries on his/her work, undertaking or business related to the introduction of that equipment or material. Technological change shall not include

normal layoffs caused by budget limitations, decreases in the amount of work to be done or other temporary seasonal or sessional interruptions of work.

### **22.2 Advance Notice**

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

### **22.3 Collective Bargaining**

Within fourteen (14) days of the date of notice under Section 22.2 of this Article, the Union and the Employer shall commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and what way, if any, this Agreement should be amended.

### **22.4 Failure to Reach Agreement**

If the Employer and the Union fail to reach agreement, pursuant to clause 22.3, the matter shall be referred to the Arbitration Procedure of this Agreement.

### **22.5 Attrition Arrangement**

If by reason of any technological change, the Employer is unable to provide work for any regular employee and additional knowledge and skill are not appropriate pursuant to Article 22.7, the Employer shall pay lump sum severance pay. Severance pay shall be determined on the basis of one (1) week's pay at the regular employee's rate of pay for each complete year of service, to a maximum of twelve (12) weeks. Should employees be laid off without notice required by Article 12, they shall receive pay in lieu of notice additional to the severance pay required by this clause.

### **22.6 Income Protection**

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

### **22.7 Training**

Where technological change may require additional knowledge and skill on the part of the 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 technologically changed position within a reasonable training period. The Employer agrees to pay the regular employee at his/her prevailing rate of pay during each training period.

### **22.8 New Employees**

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

## **ARTICLE 23 - POSTINGS AND FILLING VACANCIES**

### **23.1 Staffing**

Both Parties recognize that the nature of counselling work, the difficulty in finding suitably qualified staff to work in relatively remote and new locations, and the need for specific abilities in certain circumstances

all combine to make it necessary for the Employer to employ full- and part-time employees and to obtain staff resources through alternate modes after consultation with the Shop Steward.

### 23.2 Postings

- (a) Any vacant or new position that is full-time or more than sixteen (16) hours per week part-time shall be posted and may be simultaneously advertised externally.
- (b) Postings shall contain the following information: Nature of position, geographic location, qualifications, required knowledge and education, skills, wage or salary rate or range, whether the employee is required to use his/her automobile in the performance of his/her duties and the initial hours of work.

### 23.3 Filling Posted Positions

Posted positions will be awarded on the basis of qualifications as determined by the Employer. The factors used to determine qualifications shall be education, skills, knowledge and experience. Where two or more applicants are equally qualified, length of service with Interlock shall be the determining factor.

### 23.4 Increase in Hours

Where the Employer wishes to increase the amount of continuous part-time work that is available for employees in a Region\*, part-time employees with the required qualifications and who are assigned to the same Region\* shall be given the first opportunity, on a seniority basis, to add or decline the additional hours to their current position, without the additional hours being posted.

Where there are no qualified part-time employees or the additional hours were declined, in order of seniority, by the qualified part-time employees, the Employer may elect to do one of the following:

- (a) hire a new employee;
- (b) combine the hours with an existing position and post that position;
- (c) have the work performed by alternate modes; or
- (d) decide not to fill the position.

In the exercise of these options, the Employer will consider bona fide operational requirements.

### 23.5 Trial Period

If an applicant is taken from the bargaining unit the applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

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\* Region refers to the Lower Mainland, Interior, North and Vancouver Island. Where an employee accepts additional hours that are in a different office or area within their Region, that office or area shall be the employee's headquarters for that work and there shall be no additional costs, such as mileage, paid by the Employer for the employee to travel to and from the different office or area. If the employee is required to have their vehicle at work for use in the performance of their duties, Article 25.8(b) shall apply.



### **23.6 Local Union Observer**

The President of the Union or designate may sit as an observer on a Selection Committee for posted positions within the bargaining unit.

### **23.7 Notification to Employee and Union**

Within seven (7) calendar days of the date a posted position is filled, the name of the successful applicant shall be sent to each applicant within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given in writing the reasons why they were unsuccessful. A grievance relating to non-selection shall be submitted at Step 3 of the grievance procedure in Article 8 of this Agreement within seven (7) calendar days of being notified of the results.

### **23.8 Transfers**

Employees shall not be required to transfer from one geographic location to another against their will.

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

### **24.1 Job Classification**

Job Classifications as per Appendix A.

### **24.2 Joint Job Classification Committee**

The Labour/Management Committee shall act as a Joint Job Classification Committee when called upon to do so by either the Employer or the Union.

### **24.3 Purpose and Power of the Committee**

The purpose of this Committee shall be to review proposed changes in current job classifications and to advise the Bargaining Principals concerning the effect of such changes to current employees.

### **24.4 Documents for Committee**

The Committee shall be supplied with all the documentation, existing classifications and descriptions as well as any other information relating to job classification, either existing or proposed.

### **24.5 New Classification Rates of Pay**

Once a new job classification series is established the rate of pay shall be subject to negotiation between Employer and the Union. The new rate of pay shall be retroactive to the time the classification was established.

### **24.6 Changes in Classification -- Appeal Procedure**

Employees shall have the right to appeal the classification of the position he occupies pursuant to this Article.

- (a) If an employee believes that the position he occupies is improperly classified he shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request provide the employee with a written statement of duties and responsibilities.

- (c) Upon his/her request the employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specifications.
- (d) If there is a dispute between the supervisor and an employee concerning the classification or grade of the position he occupies or if the employee believes there is a conflict between his/her classification specification and the statement of duties, the employee may request a review to be performed by the Labour/Management Committee.
- (e) The employee shall, if a dispute still exists, have the right to appeal the decision to a single arbitrator acceptable to both the Union and the Employer. In the event that agreement concerning the appointment of an arbitrator cannot be reached the appointment shall be made pursuant to the Arbitration Act of British Columbia.
- (f) The decision of the arbitrator shall be final and binding and no further action may hence be taken by either Party.

#### **24.7 New Classifications**

When a new classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay for the job in question, the matter shall be referred to arbitration under Article 9 of this Agreement. The new rate of pay shall be retroactive to the time the classification was established.

#### **24.8 Attendance at Meetings**

If requested by the Union, the Employer shall release without loss of pay or seniority the representatives named by the Union to attend sessions of the Labour/Management Committee acting as Joint Job Classification Committee.

#### **24.9 No Reduction in Wages**

No employee shall have his/her wages reduced because of any job classification program.

#### **24.10 Job Evaluation Consultants**

Nothing in this Agreement shall be interpreted as barring either Party to this Agreement from engaging consultants and/or advisors as representatives of either Party to the Joint Job Classification Committee.

#### **24.11 Disagreement Regarding Plans**

Any disagreement concerning any aspect of the job classification program shall be referred to the bargaining principals.

#### **24.12 Job Classifications**

Will be amended as required.

### **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

#### **25.1 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 work of equal value.

## 25.2 Paydays

Employees shall be paid biweekly every second (2nd) Friday. When a holiday falls on a regular payday, the employee's paycheque shall be issued on the last scheduled shift prior to the payday.

## 25.3 Rates of Pay

Employees shall receive their rate of pay as outlined in Appendix A.

## 25.4 Substitution Pay

When an employee substitutes in or performs the principle duties of a higher paying position within the bargaining unit, she/he shall receive the rate for the job. Substitution pay is not payable when an employee has not been designated by the Employer to substitute. The Employer shall distribute substitution equitably to qualified employees with consideration given to seniority. Employees designated to substitute must be regular employees who have passed their probationary period.

## 25.5 Rate of Pay on Promotion or Reclassification

When an employee is promoted or reclassified to a higher paying position the employee will receive the rate for the position.

## 25.6 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.

## 25.7 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.

## 25.8 Vehicle Allowance

- (a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) The allowance shall cover distance to and from the employee's place of residence to a maximum of sixteen (16) kilometres only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.
- (c) The allowance shall be thirty-five cents (35¢) per kilometre.
- (d) The Employer agrees to pay the difference between full coverage pleasure use and full coverage business use insurance costs for all employees required to use their own vehicles in the performance of their duties.
- (e) The Employer agrees to pay an annual additional "wear and tear" allowance of three hundred dollars (\$300) for employees at the Prince George work location.

## 25.9 Meal Allowances

Employees on travel status outside the headquarters area shall be entitled to claim meal allowances upon presentation of receipts.

**25.10 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one 5-minute telephone call home for every two (2) nights away.

**25.11 Extraordinary Expenses**

An employee, in performing his/her duties either within his/her headquarters area or while on travel status, may claim unusual expenses, subject to approval by the Employer. It is agreed that payment for unusual expenses is intended to include payment for meals where the situation warrants.

**25.12 Travel Advance**

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

**25.13 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:00 pm and 6:00 am, and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the actual cost of commercial transportation upon presentation of a receipt.

**25.14 Transfer Expenses**

Employees who have to move from one geographic location to another after winning a competition or at the Employer's request, shall be entitled to reasonable costs of such a transfer expense.

**25.15 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.

**ARTICLE 26 - HEALTH AND WELFARE****26.1 Basic Medical Insurance**

All regular employees may choose to be covered by the medical plan for which the British Columbia Medical Plan is the licensed carrier. The Employer shall pay one hundred percent (100%) of the regular premium coverage for the employee. Benefits and premium rates shall be in accordance with the existing policy of the Plan.

**26.2 Extended Health Care**

(a) The Employer will maintain in good standing the Extended Health Care Plan which is in existence at the time of this Agreement for which the Employer shall pay one hundred percent (100%) of the monthly premium for all regular employees and their families. The Extended Health Care Plan shall include Vision Coverage up to two hundred dollars (\$200) every two (2) years.

Vision Coverage to be available annually for dependent children and will include hearing aid option to maximum of four hundred dollars (\$400) every four (4) years.

(b) The Extended Health Care Plan shall provide:

(1) \$50.00 deductible per calendar year;

- (2) 100% reimbursement of all eligible in province expenses;
- (3) 100% reimbursement of all eligible out of province expenses.

(c) For regular employees hired after the date of ratification of the Memorandum of Agreement, April 12, 2002, who work full-time, the Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the monthly premium.

### **26.3 Dental Plan**

(a) The Employer agrees to pay the dental premiums necessary to provide one hundred percent (100%) coverage in Plan A and sixty percent (60%) coverage in Plan B.

(b) The Employer agrees to pay the dental premiums necessary to provide fifty percent (50%) coverage in Plan C.

(c) There are no maximum limits on claims by employees covered by the above dental plans except under Plan C which has a lifetime maximum of \$3500.

(d) Employees not receiving Plan A coverage of 100% on 2002 April 12, shall receive Plan A coverage of eighty percent (80%).

(e) For regular employees hired after the date of ratification of the Memorandum of Agreement, April 12, 2002, who work full-time, the Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the monthly premium.

### **26.4 Group Life, Long Term Disability and Accidental Death and Dismemberment**

(a) The Employer will maintain in good standing a Group Life Plan, Accidental Death and Dismemberment and Long Term Disability Plan, during the term of this Agreement for which the Employer shall pay one hundred percent (100%) of the monthly premium for all employees. These plans shall provide:

(1) *Life Insurance* - two times (2x) annual salary to a maximum of \$250,000. Double gross annual salary with \$100,000 minimum.

(2) *Accidental Death and Dismemberment* - two times (2x) annual salary to a maximum of \$250,000.

(3) *Long Term Disability* - sixty seven percent (67%) of monthly salary to a maximum of \$5,000 with a twenty six (26) week elimination period, payable to age 65.

(b) For regular employees hired after the date of ratification of the Memorandum of Agreement, April 12, 2002, who work full-time, the Employer shall pay seventy-five percent (75%) and the employee shall pay twenty-five percent (25%) of the monthly premium.

### **26.5 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, other than a medical examination required under Section 17.4.

### **26.6 Legislative Changes**

If the premiums paid by the Employer for any employee benefit covered by this Agreement is reduced as a result of any legislative or other action the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the Parties.

**26.7 Joint Union Management Employee Assistance Program**

The Employer and the Union shall operate an Employee Assistance Program for all employees of Interlock. The Employer and the Union will agree to retain an assessment and referral resource for this Employee Assistance Program. The employee shall choose his/her own counselling service. The Employer will provide for up to eight hundred dollars (\$800) in Employee Assistance Program services per family per calendar year.

**26.8 Retirement Savings Plan**

The Employer will maintain in good standing the Registered Retirement Savings Plans for each regular employee. The Employer's contribution to each employee's plan will be seven percent (7%) of the employee's regular earnings including sick leave and wage indemnity benefits but not including long term disability benefits.

**26.9 Copies of Benefit Contracts**

The Employer shall provide the Union with copies of all Benefit Plan contracts.

**26.10 Benefits for Regular Employees working less than Full-Time**

All regular employees hired on or after the date of ratification of this Memorandum of Agreement, April 12, 2002, who work twenty (20) up to and including thirty (30) hours per week shall be entitled to the same benefits (as described in Articles 17 and 26) as a full-time employee except that the Employer shall pay fifty percent (50%) and the employee shall pay fifty percent (50%) of the monthly premiums for the Wage Indemnity, Extended Health Care, Dental, Group Life, Long Term Disability and Accidental Death and Dismemberment plans, and the Registered Retirement Savings Plan shall be three and one-half percent (3½%).

Regular employees who work more than thirty (30) hours per week shall be entitled to the same benefits (as described in Articles 17 and 26) and the same cost-sharing arrangements as a full-time employee.

**26.11 Benefits for Casuals**

In lieu of health and welfare benefits, casual employees shall receive compensation of eighty cents (80¢) per working hour.

**ARTICLE 27 - GENERAL CONDITIONS****27.1 Parking**

The Employer agrees to pay parking costs on behalf of an employee required to have his/her vehicle at work for use in the performance of his/her duties.

**27.2 Supply and Maintenance of Equipment**

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

### **27.3 Indemnity**

Except where a joint Union/Employer Committee considers that there has been flagrant or wilful negligence on the part of the employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceeding.

### **27.4 Political Activity**

(a) *Municipal and School Board Offices* - Employees may seek election to municipal and school board offices provided that the duties of the municipal and school board office other than regular council or board meetings do not impinge on normal working hours as an employee of Interlock.

(b) *Federal and Provincial Offices* - There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall upon request be granted leave without pay in accordance with Section 19.3 to engage in the election campaign. If elected, the employee shall be granted leave of absence. If not elected, the employee shall be allowed to return to his/her former position.

### **27.5 Copies of Agreements**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Employer shall print sufficient copies of this Agreement for distribution to the employees. All Agreements shall be printed in a Union Shop and bear a recognized Union label.

### **27.6 Contracting Out**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement. The Parties agree that the Labour Management Committee will review contracting by the Employer.

### **27.7 Reorganization**

The Employer agrees to advise the President of the Union of all major restructuring or reorganization within Interlock prior to the implementation of any changes.

### **27.8 Personal Duties**

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

### **27.9 Positions Temporarily Vacant**

(a) The Employer agrees that, except in the case of emergency, an employee's work load will not be unduly increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

(b) Any problems arising from this clause shall be referred to the Labour/Management Committee for resolution.

**27.10 Payroll Deductions**

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

**27.11 Paycheques**

Upon written request, employees may elect to have their cheques mailed directly to any chartered bank or credit union in the Province of British Columbia.

**27.12 Personal Research**

Subject to approval by the Employer an employee may use facilities normally used in the course of his/her duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld.

**27.13 Copyrights**

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

**ARTICLE 28 - TERM OF AGREEMENT****28.1 Duration**

This Agreement is for the period from December 1, 2000 to November 30, 2003.

**28.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after September 1, 2003 but in any event, not later than midnight September 30, 2003.
- (b) Where no notice is given by either Party prior to September 30, 2003 both Parties shall be deemed to have been given notice under this Section on September 30, 2003 and thereupon Section 28.3 of this Article applies.
- (c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Chairman of the Board of Directors.

**28.3 Commencement of Bargaining**

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

**28.4 Changes in Agreement**

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



**28.5 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Paula M. Cayley  
President and CEO

\_\_\_\_\_  
Bob Finlay  
Bargaining Unit Chairperson

\_\_\_\_\_  
Karl Eberle  
Board Chairperson

\_\_\_\_\_  
Lorri Simpson  
Committee Member

\_\_\_\_\_  
Dan McGee  
Committee Member

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**APPENDIX A  
RATES OF PAY (RE ARTICLE 25.3)**

<b>Classification</b>	<b>Current</b>	<b>March 1/01 1%</b>	<b>March 1/02 2%</b>	<b>March 1/03 2%</b>
Counsellor	\$4,373.79	\$4,417.53	\$4,505.88	\$4,596.00
Secretary	\$2,804.54	\$2,832.59	\$2,889.24	\$2,947.02
Office Assistant	\$14.45	\$14.59	\$14.88	\$15.18
		<b>1%</b>	<b>3%</b>	<b>4%</b>
Counsellor Coordinator	\$4,438.65	\$4,483.04	\$4,617.53	\$4,802.23
<b><i>Term of the Agreement from December 1, 2000 to November 30, 2003</i></b>				
<i>The new rates shall be rounded to the nearest whole cent.</i>				

**APPENDIX B  
JOB DESCRIPTIONS**

Job Descriptions will be agreed upon by the Labour/Management Committee.

*Receptionist/Office Assistant*

Those who do not become involved in the maintenance of the database, or ongoing projects and whose primary function is to respond to the telephone and type letters and/or other brief reports.

*Secretary/Receptionist*

Those who are integrally involved in the ongoing business of Interlock, including maintenance of the client/contract database, posting cheques, managing petty cash, setting up and maintaining office systems, assisting with on-going projects in addition to the above duties.

*Counsellor*

For whose primary function is counselling, whose secondary function is training/workshops, and who do not participate in a Coordinator role with contracts.

*Counsellor/Coordinator*

For those who function as Counsellors, Trainers and Program Managers.

**LETTER OF UNDERSTANDING 1**

Effective the date of signing of this Collective Agreement the following shall apply:

1. During employment the employee agrees not to solicit any EAP client contracts (company or individual) on a private basis, nor, without consent of the Employer, to see any Interlock contracts or clients on a private basis. It is not the intent of the Employer to limit any employee's private practice with clients other than Interlock referrals.
2. The employee agrees that after leaving the employment of Interlock, for a period of one (1) year, he/she will not personally solicit work from any clients of Interlock for him/herself or as an employee of any other person or corporation.

Upon signing the Collective Agreement, an employee who is engaged in private practise EAP contracts shall be entitled to continue such work until the expiration of such EAP contracts. The employee shall not renew such contracts and will, over time, divest him/herself of all such work.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Paula Cayley, President and CEO

\_\_\_\_\_  
Bob Finlay, Bargaining Unit Chairperson

\_\_\_\_\_  
Karl Eberle, Board Chairperson

\_\_\_\_\_  
Lorri Simpson, Committee Member

\_\_\_\_\_  
Dan McGee, Committee Member

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.