

**COLLECTIVE AGREEMENT**

**between**

**JOHN HOWARD SOCIETY  
(OPERATING HOWARD HOUSE)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 523**

**April 1, 2001 to March 31, 2005**

**CUPE AND JOHN HOWARD SOCIETY  
(OPERATING HOWARD HOUSE)**

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## **ARTICLE 1 – PREAMBLE**

### **1.01**

It is the purpose of both parties to the Agreement:

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- 3) To maintain and improve the level of client care and to encourage efficiency in operations;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01**

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

The management of the Employer's business, and the direction of the working forces, including the hiring, firing, promotion, and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published by the Employer on bulleting or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

## **ARTICLE 3 – RECOGNITION AND RIGHTS**

### **3.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them. (Exclude Executive director and House Manager).

### **3.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or her representatives which conflicts with the terms of this collective agreement.

### **3.03 No Discrimination**

- (a) The parties subscribe to the principles of the B.C. Human Rights Code.
- (b) The Employer agrees that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee by reason of her membership in the Union.

### **3.04 Bargaining Unit Work**

Persons whose jobs (paid or unpaid) are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, temporary experimentation not to exceed ninety (90) days without mutual agreement, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned, in itself, does not reduce the hours of work or pay of any bargaining unit employee(s).

## **ARTICLE 4 – DEFINITION AND ENTITLEMENTS**

### **4.01 Employee Status**

- a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work the full time hours as provided in Article 16 - Hours of Work.

A regular full-time employee is entitled to all benefits outlined in this Agreement, upon completion of the probationary period.

- b) A regular part-time employee is one who is appointed to a regularly scheduled position, but is regularly scheduled to work less than the full-time hours as per Article 16 – Hours of Work.

A regular part-time employee whose weekly regular shifts are sixteen (16) hours or more shall be entitled to all provisions of this Agreement on a pro-rated basis, related to time worked, upon completion of their probationary period, except Article 20 – Sick Leave, Article 21 – Special and Other Leave, Article 23 – Health and Welfare.

Additional hours worked on a casual basis shall not constitute time scheduled for benefit entitlement.

- c) A casual employee is one who is employed on a on-call basis for relief purposes and/or is employed for a defined term project.

Casual employees are covered by all of the provisions of the Collective Agreement, except Article 15 – Layoff and Recall, Article 20 – Sick Leave, Article 21 – Special and Other Leave, Article 23 – Health and Welfare and Notification of Shift Changes. Furthermore, casual employees are entitled to vacation and statutory holiday pay and benefits in accordance with the Employment Standards Act.

#### 4.02 Seniority Outside Bargaining Unit

Bargaining unit employees who apply for permanent management positions outside the bargaining unit shall have the right to return to their former positions with a period of ninety (90) days without loss of seniority. The period may be extended by mutual agreement between the Union and the Employer.

The employee shall retain seniority accumulated up to the end of leaving the unit, but will not accumulate any further seniority. Should an employee return to the bargaining unit after the expiry of the ninety (90) day period:

- a) it shall be through the normal posting procedures; and
- b) seniority shall again accumulate, effective the first day of work in the bargaining unit.

### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

#### **5.01 Maintenance of Membership**

- a) All employees in the bargaining unit who on (date of certification), were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- b) All employees hired after (date of certification), shall, within thirty (30) days after the commencement of their employment, become members of the Union and maintain such membership as a condition of their employment.
- c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to (date of certification), to become a member of the Union.

### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

#### **6.01 Check-off Payments**

The employer shall deduct from every employee any dues, initiation fees or assessments levied in accordance with the Union Constitution and By-Laws.

#### **6.02 Deductions**

Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

#### **6.03 Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each member in the previous year.

## **ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

### **7.02 Copies of Agreement**

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union steward or representative. The steward or representative will provide her with a copy of the collective agreement.

### **7.03 Interviewing Opportunity**

An officer of the local Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union.

## **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

### **8.01 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. In order that this may be carried out, the Union will supply the Employer with the names of its Union stewards and authorized committee members. Similarly, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.

### **8.02 Union Bargaining Committee**

A Union bargaining committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union nominee to the committee.

### **8.04 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

### **8.05 Time Off for Meeting**

Any representative of the Union on the bargaining committee who is in the employ of the Employer shall have the right to attend negotiations sessions held within working hours. The

Employer agrees to pay the wages of one (1) employee to attend such meetings. Employees will submit requests for time off, in writing, as far in advance as possible.

#### **8.06 Technical Information**

The Employer agrees that any matters of policy and/or conditions of employment which affect employees within this bargaining unit shall be forwarded to the Union and be posted on bulletin boards.

The Union shall make available to the Agency any information normally kept by the Union and which may be required by the Agency as background information for collective bargaining purposes, such as comparative wage rates or compensation surveys, policies which could affect members of the bargaining unit, or information pertaining to pension and benefits plans.

#### **8.07 Employer Representation**

The Employer shall have the right in dealing with the Union to be assisted by such persons as it deems necessary.

### **ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

#### **9.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the guests and job satisfaction for the employees.

#### **9.02 Function of Committee**

The Committee shall concern itself with the following general matters:

1. Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
2. Improving and extending services to the guests;
3. Promoting safety and sanitary practices;
4. Reviewing suggestions from employees, including questions of working conditions and service;
5. Correcting conditions causing grievances and misunderstandings.

#### **9.03 Meeting of Committee**

The Committee shall meet at least quarterly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in

advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 Permission to Leave Work**

One (1) Union steward shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

### **10.02 Queries & Complaints**

Before a grievance is filed, should an employee have a query or complaint about the Employer's operations or practices with respect to this collective agreement, the affected employee is to seek an answer with the appropriate Employer official. If the employee's concern cannot be resolved to their satisfaction, the employee should review the situation with their shop steward before proceeding to Step 1.

### **10.03 Grievance Procedure**

Any difference concerning the interpretation, application or operation of this Agreement, or any grievance concerning any alleged violation of this Agreement, or any question as to whether a matter is arbitrable, shall be finally and conclusively settled in the following manner:

- i. Such difference or grievance shall first be taken up with the employee's program manager within fifteen (15) days of the alleged occurrence.
- ii. If such difference or grievance is not settled within two days, the dispute shall be referred to the Executive Director.
- iii. If no settlement is reached within three days of the step set out in two above, the dispute shall be reduced to writing and submitted to the Personnel Committee of the Board of Directors.
- iv. The Personnel Committee shall respond in writing. Should the Grievance Committee of the Agency be unable to effect a mutually satisfactory settlement of the dispute within ten days of the receipt of such grievance by the Personnel Committee, such grievance shall be submitted to the Board of Arbitration.

### **10.04 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings.

### **10.05 No Right to Deviate From Procedure:**

Neither the Agency nor the Union nor employees of the Agency shall have the right to deviate from the grievance procedure as set out in this Agreement unless required by law.

### **10.06 Failure to Act Within Time Limits**

Saturday, Sunday and statutory holidays shall not be counted in determining the time within which any such action must be taken under any of the aforementioned steps.

Failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified, shall result in the abandonment of the grievance. However, the Union shall not be deemed to have prejudiced its position on any future grievance of a similar nature.

## **ARTICLE 11 – ARBITRATION**

### **11.01 Board of Arbitration**

- a) A Board of Arbitration shall consist of three (3) members, one to be chosen by each party within seven (7) days of receipt of registered notification, the third who shall be Chairman, to be selected by the two so appointed. The members chosen by the parties concerned must meet within seven (7) days of their selection, and they shall be allowed a further seven (7) days to agree upon a Chairman. If they fail to agree on a Chairman, either party may apply to the Minister of Labour to appoint a Chairman.
- b) Upon her selection or appointment, the Chairman of the Board of Arbitration shall fix a date for hearing the grievance, which shall be not later than fourteen (14) days from the date of the Chairman's selection or appointment.
- c) The Board shall deliver its award in writing to each of the parties within twenty (20) days after all the evidence has been submitted. The award of a majority of the Board shall be the award of the Board and shall be binding upon the parties, but, in no event, shall the Board have the power to alter, modify, or amend this Agreement in any respect.
- d) Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.
- e) Each party shall bear the fee and expenses of the member appointed by such party and shall pay half the fee and expenses of the Chairman.

### **11.02 Amending of Time Limits**

Time limits refer to calendar days, and may only be extended by mutual agreement of the parties in writing.

### **11.03 Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator who will be governed by the provisions of this article. Failing to agree on a single arbitrator, the provisions of the three (3) man Board will apply.

## **ARTICLE 12 – DISCHARGE**

### **12.01**

Employees shall only be discharged or suspended for proper cause. The employee shall be given the reason in writing for the discharge or suspension within four (4) days of this discipline. A grievance relating to this discipline shall be submitted to Step 2 of the grievance procedure.

### **12.02 Right to Have Steward Present**

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact a Steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where a supervisor intends to interview a Shop Steward for disciplinary purposes, the Steward shall have the right to consult with a Staff Representative of the Union and to have another Shop Steward of alternate present at any disciplinary discussion with supervisory personnel, providing that this does not result in an undue delay of the appropriate action being taken.

The provision shall not apply to performance appraisal interviews and to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

## **ARTICLE 13 – SENIORITY**

### **13.01 Seniority Defined**

- a) Seniority is defined as the length of service with the Employer as a regular employee and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, recall and the distribution of casual shifts. Seniority shall operate on a bargaining unit wide basis.
- b) Casual employees shall accrue seniority on an hourly basis for all regular hours worked.

### **13.02 Seniority List**

The Employer shall maintain a seniority list which shall be sent to the Union and posted on all bulletin boards in January of each year showing the seniority standing of each employee covered by this Agreement. This list shall be subject to correction upon proper representation by the Union. Except as provided in Article 13.03, an employee shall not lose seniority rights if she

is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

### **13.03 Loss of Seniority**

An employee shall lose her seniority and her employee status in the event:

- a) She is discharged for just and reasonable cause and is not reinstated;
- b) She resigns;
- c) She is absent from work for three (3) days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) She fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address. An employee recalled for casual work or employment of short duration at a time when she is employed elsewhere shall not lose her recall rights for refusal to return to work.
- e) She is laid off for a period longer than one (1) calendar year.

### **13.04 Probationary Period**

- a) A newly hired regular employee shall be on probation for a period of three (3) months of work from the date of hiring, or, in the case of part-time and casual employees, 500 hours worked. The purpose of probation shall be for the Employer to determine the employee's suitability to continue employment. During such probationary period, they shall not be entitled to seniority and may be dismissed by the Employer if found unsuitable for the position.
- b) Upon successful completion of the probationary period, seniority shall be calculated retroactive to the original date of employment and will be placed at step 2 of the applicable salary range.
- c) Entitlement to all benefits and perquisites described elsewhere in this Agreement shall not be accorded to employees on probation.

## **ARTICLE 14 - VACANCY POSTING**

### **14.01 Selection Criteria**

In the promotion or transfer of employees, education, skills, capabilities, personal suitability, and qualifications shall be the primary considerations. Where such factors are equal, seniority shall be the determining factor.

#### **14.02 Job Posting**

If a vacancy occurs which the Employer plans to fill, or a new position is created which comes within the scope of this Agreement, notice of such vacancy or new position shall be posted on the designated CUPE bulletin board.

Upon the selection of a successful candidate to fill a vacancy, the Employer shall post the name of the successful candidate within seven (7) days of making the appointment, and provide the Union steward with a copy of the posting.

Any job vacancy must be posted for seven (7) working days.

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job positions shall state: "This position is open to male and female applicants," subject to contractual obligations on the part of the Employer as required by the service funder to provide gender- or race – or age-specific client service.

#### **14.03 Trial Period**

An employee who posts into a new position within the Agency shall be given a trial period of three months, during which time the employee will receive orientation to the job. The Agency shall not curtail the trial period without just cause, before it has runs full course. Just cause shall include, but not be limited to, an appraisal by management that the employee cannot satisfactorily perform the duties of the new position. Conditional on satisfactory performance, the employee shall be declared permanent after the three months period. In the event the employee proves unsatisfactory in the position during the trial period, the employee shall be returned to her former position, wages, or salary rate without loss of seniority.

#### **14.04 Training**

The Employer agrees to continue wages and benefits and to pay for training taken by employees at the direction of the Employer, except that training required as a condition of employment.

The Employer agrees to reimburse employees for the cost of other training taken, subject to the following conditions:

- 1) funding available;
- 2) the training must, in the opinion of management, be relevant to the employee's work at the facility;
- 3) the training must be approved in advance
- 4) employees will be reimbursed for direct costs of the training only and only upon successful completion of the training.

## **ARTICLE 15 – LAYOFFS AND RECALLS**

### **15.01 Role of Seniority in Layoffs & Recall**

Both parties recognize that job security shall increase in proportion to length of service. In the event of a layoff, employees will be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

### **15.02 Recall Procedure**

Employees shall be recalled in the order of their seniority.

### **15.03 No New Employees**

No new employees shall be hired until those laid off have been given an opportunity to work.

### **15.04 Advance Notice of Layoff**

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in the Article, she shall be paid for the days for which work was not made available.

### **15.05 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

## **ARTICLE 16 - HOURS OF WORK**

### **16.01 Hours of Work**

Regular hours for full-time employees shall be seven and one-half (7½) hours per day exclusive of a thirty (30) minute lunch period.

### **16.02 Average Weekly Hours**

The average hours per week of a full-time employee shall be thirty-seven and one-half (37½) hours per week.

### **16.03 Meal Periods**

- a) Meal breaks of thirty (30) minutes in duration shall only be paid when the employee is required by the Employer to remain on the premises. Employees paid for the meal break shall be compensated at straight-time rates.

- b) A fifteen (15) minute paid rest shall be provided for during each half of a full-time shift of work.

#### **16.04 Pay Guarantees**

An employee reporting for work when scheduled who does not commence duties shall receive two (2) hours' straight-time pay. An employee commencing work on her regular shift shall be paid her regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.

#### **16.05 Exchanging Shifts**

Where operational requirements permit, employees may exchange shifts among themselves, provided that:

- a) prior approval of such exchange is given by the employee's immediate supervisor; and
- b) an employee may exchange days off with another employee, providing such exchange is mutually agreeable to the Employer and does not cause a claim for overtime and/or any other benefit that the employee would not normally receive if such an exchange had not been made.

#### **16.06 Mandatory Staff Meetings**

An employee who works the graveyard shift prior to a staff meeting is not required to attend the staff meeting but is required to read, initial and date the minutes acknowledging they have read them.

#### **16.07 Schedule**

A schedule shall be posted a minimum of fourteen (14) days prior to the start of the schedule.

### **ARTICLE 17 – OVERTIME**

#### **17.01**

All authorized time worked beyond the normal work day, the normal work week, or on a holiday shall be considered as overtime, and shall be paid at the following rates:

- a) On a regular work day – time and one-half (1½) for the first three (3) hours; double time (2X) thereafter;
- b) On a regularly scheduled day off – time and one-half (1½);
- c) Employees who are required to work on statutory holidays will receive pay at the rate of time and one-half (1½) for the time worked on the holiday and receive an additional eight (8) hours at straight time in lieu of rescheduling.

### **17.02 Authorization and Application of Overtime**

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

Overtime shall be calculated in fifteen (15) minute increments. Employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes.

### **17.03 Part-Time Scheduling**

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than their regular work days, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.

### **17.04**

Employees scheduled by the Employer to attend staff meetings or in-service education sessions shall be compensated at the straight-time rate.

## **ARTICLE 18 - HOLIDAYS**

### **18.01 Paid Holidays**

- a) The Employer recognizes the following as paid holidays for regular employees, on a pro-rata basis:

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

and any other day proclaimed as a holiday by the federal, provincial or municipal government.

An employee is not eligible for statutory holidays which occur during their first thirty (30) calendar days of employment.

An employee must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday.

### **18.02 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.

### **18.03 Pro-Ration of Holiday Pay**

Holiday pay for qualifying regular part-time employees shall be pro-rated on the basis of the employee's average daily earnings, exclusive of overtime, for the days worked in the thirty (30) working days immediately preceding the week in which the statutory holiday occurs.

## **ARTICLE 19 – ANNUAL VACATIONS**

### **19.01 Entitlement**

The vacation year shall be the calendar year January 1<sup>st</sup> to December 31<sup>st</sup>.

Regular full-time employees shall be credited for and granted vacations earned up to July 1<sup>st</sup> of each year on the following basis:

- |  |   |
|--|---|
| a) After one (1) year of continuous service    | 10 work days based on 4% of straight time pay   |
| b) After two (2) years' of continuous service  | 15 work days based on 6% of straight time pay   |
| c) After five (5) years' of continuous service | 20 work days based on 8% of straight time pay<br>and one additional day per year up to twenty-five (25) days maximum. |

Regular part-time employees will be entitled to annual vacation on a pro-rate basis.

### **19.02 Vacation Earnings for Partial Year**

- a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated at the appropriate percentage of earnings from January 1<sup>st</sup>. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.

- b) Any vacation taken but not earned at the time of termination will have the unearned portion deducted from the employee's final cheque. In the event the final cheque does not fully repay vacation time taken but not earned, the employee will be required to pay back the outstanding amount.

### **19.03 Vacation Carryover**

Five (5) days of any years' vacation may be carried over into the next vacation year. Carry-over may not be repeated until the five days have been taken. No vacation time may be carried over into a second year.

### **19.04 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with seniority. Where an employee chooses to split their vacation, they shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

### **19.05 Vacation Schedules**

- a) Employees shall submit their vacation request to their supervisor on or before:
  - (i) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>; and
  - (ii) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.
- b) Once the vacation schedule is posted, an employee who does not exercise their seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- c) Vacation schedules, once posted, shall not be changed except in cases of emergency with the mutual agreement of the Employer and the employee.

### **19.06 Vacation Pay**

Upon receipt of thirty (30) days' written notice, the Employer shall pay to the employee, immediately prior to the commencement of their vacation, an amount equivalent to their vacation pay earned, up to the amount of vacation time being taken.

### **19.07 Vacation Record Reporting**

A record of vacation entitlement accumulated and/or used in the current pay period shall be shown on every pay stub with a current total of vacation entitlement accrued to the employee's credit. This shall be shown in dollar amounts.

## **ARTICLE 20 – SICK LEAVE**

### **20.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work by virtue of being sick, or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **20.02 Sick Leave Entitlement**

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted on the following basis for full-time employees and on a pro-rata basis for part-time employees whose weekly regular shifts are sixteen (16) hours or more, providing sick leave credits are available.

- a) After completion of the probationary period, regular employees shall be eligible to utilize sick leave credits for personal illness. Sick leave credits with pay shall be granted on the basis of one (1) work day per month, cumulative up to ninety (90) work days.
- b) Upon completion of the probationary period, regular employees shall have sick leave benefits retroactive to their starting date.
- c) An employee may, at the option of the Employer, be required to produce a medical certificate for any illness. For sick leave of three (3) days or more, a medical certificate is required.
- d) Employees shall advise their supervisor or designated person in charge as soon as possible of their inability to work because of illness or injury in accordance with the Employer's policies.

Employees who are absent because of sickness shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer prior to their return to work.

### **20.03**

A record of all unused sick leave shall be shown on a pay stub every second month. This shall be on the last pay stub of that month. (The first notice shall be January 2004.)

## **ARTICLE 21 – SPECIAL AND OTHER LEAVE**

### **21.01 Unpaid Leave of Absence**

Subject to operational requirements, the Employer may grant leave of absence without pay to any employee requesting such leave in writing. Employees shall give at least seven (7) calendar days' notice to minimize the disruption of staff.

It is agreed that for the purpose of leaves of absence to attend medical appointments, seven (7) calendar days' notice is not required.

**21.02**

After twenty (20) working days' unpaid leave, the employee shall have the option to continue enrollment in benefit plans at the employee's full cost in accordance with the Employer's procedures.

**21.03**

Leave without pay will not be granted to enable an employee to work elsewhere.

**21.04**

After three (3) years' of continuous service, an employee may request, in writing, an extended unpaid leave of absence, which shall not exceed one (1) calendar year. Such leave shall be granted only when the employee is attending school or taking courses directly related to their service with the Employer. The employee shall give the longest possible advance notice prior to commencement of the leave and every reasonable effort shall be made to comply with the request, providing that replacements to ensure the proper operation of the Employer's business can be found.

**21.05**

When an employee is on unpaid leave of absence for a period exceeding twenty (20) working days, the employee shall not accumulate benefits or seniority for the twenty first (21<sup>st</sup>) day of the unpaid leave to the last day of the unpaid leave.

**21.06**

Leave of absence without pay of not more than ten (10) working days in any calendar year shall be granted, upon written request to the Employer, to employees elected or nominated to represent the Union at Union conventions, or for employees to attend Executive and Committee meetings of C.U.P.E., its affiliates or chartered bodies. Seniority shall continue to accumulate during such leave.

**21.07**

The Employer shall allow leave of absence without pay and without benefits so that an employee with five (5) years' service may be a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed leave of absence without loss of previously accumulated seniority during her term(s) of office. An employee who qualifies for leave shall not accumulate seniority during such leave.

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her term of office.

### **21.08 Special Leave**

Special leave with pay shall be granted for the following purposes:

- a) Marriage of the employee – three (3) working days per year;
- b) Attending wedding of employee's child – one (1) working day per year;
- c) Birth or adoption of employee's child – one (1) working day per year;
- d) Moving household furniture and effects – one (1) working day per year;
- e) Serious household or domestic emergency – one (1) working day per year;
- f) Attending employee's formal hearing to become a Canadian citizen – one (1) working day per year;  
and
- g) Court appearance for hearing of employee's child – one (1) working day per year. Where circumstances permit, the Employer may require the employee to provide reasonable verification for the claims arising out of this Article.

### **21.09 Bereavement Leave**

- a) When death occurs to a member of a regular full-time or part-time employee's immediate family, the employee shall be granted, upon request, an appropriate leave of absence and they shall be compensated at their regular straight-time hourly rate for hours lost from their regular schedule to a maximum of five (5) days.

Members of the employee's immediate family are defined as: parent, spouse, brother, sister, child, parent-in-law, sister/brother-in-law, grandparent, grandparents-in-law, stepchild, stepparent, and legal guardian.

- b) If death occurs to a member of a regular full-time or part-time employee's immediate family as defined above while the employee is on their annual vacation, the days of bereavement up to a maximum of three (3) days shall not be considered as annual vacation but shall be considered bereavement leave, and the vacation days shall be taken at a future time.
- c) In recognition of the fact that situations which call for bereavement leave are based on individual circumstances, the Agency, on request, will consider additional bereavement leave.

### **21.10 Paid Jury or Court Witness Duty Leave**

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

- d) The employee shall advise her supervisor or designate as soon as she is aware that such leave is required.

## **ARTICLE 22 – MATERNITY/PARENTAL AND ADOPTION LEAVE**

### **22.01**

Maternity/parental leave of absence without pay may be taken for the period of time pursuant to the Employment Standards Act. During this period, the employee shall be entitled to the benefits set forth in the Employment Standards Act.

## **ARTICLE 23 – HEALTH AND WELFARE**

### **23.01 Eligibility**

Benefit plan coverage under this Article shall be made available to all regular full-time employees and to all regular part-time employees whose regular schedule is sixteen (16) or more hours per week, upon successful completion of probation.

### **23.02 Basic Medical Insurance**

Eligible employees shall be covered by the British Columbia Medical Services Plan and an Extended Health Care Plan. The plan shall cover employees, their spouse, and their dependants. Enrollment in the plan shall be mandatory, provided they are not enrolled in comparable plans. A dependent is one who is so classified for income tax purposes. The employer shall pay one hundred percent (100%) of the premium costs of the British Columbia Medical plan. The Employer shall pay one hundred percent (100%) of the premium costs of the Extended Health Care plan.

### **23.03 Dental Plan**

The Employer shall establish a dental plan which shall cover post-probationary, regular full-time and regular part-time employees, their spouses, and their children, and provide:

- Plan A - 80% coverage of costs incurred;
- Plan B - 50% coverage of costs incurred;

The Employer shall pay one hundred (100%) of the premium cost of the above plan.

### **23.04 Group Life and Accidental Death**

Upon completion of the probationary period for regular employment, eligible regular full-time and regular part-time employees will be covered by a group Life Insurance Plan which will provide a benefit of two times (2X) the employee's annual salary with double indemnity. Enrollment in the plan shall be mandatory.

The Employer shall pay one hundred percent (100%) of the premium cost of the above plan.

### **23.05 Long Term Disability Insurance Plan**

- a) The Employer shall provide a Long term Disability Insurance Plan.
- b) The plan shall provide post-probationary employees with two-thirds (2/3) salary continuation until the age of sixty five (65) in the event of a disability.
- c) The Employer shall pay one hundred percent (100%) of the premium.

## **ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES**

### **24.01 Pay Days**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of the Agreement. On each pay day, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and all deductions.

### **24.02 Pay on Temporary Transfer, Higher Rated Job**

When an employee temporarily relieves in, or performs the principle duties of a higher paying position for which a salary rate has been established, for a period of more than five (5) consecutive working days, the employee shall receive the minimum rate for the new salary range, unless that rate is lower than the rate of pay the employee normally receives.

### **24.03 Automobile Insurance and Travel Costs**

The Employer will pay to those employees who are requested by the Employer to use their own vehicles for business \$.30 per kilometer.

The Employer will pay to those employees who request to use their own vehicles for business \$.10 per kilometer upon pre-approval by the Employer.

## **ARTICLE 25 – JOB DESCRIPTION AND CLASSIFICATIONS**

### **25.01 Job Descriptions**

The Employer shall draw up job descriptions for all classifications covered by the Collective Agreement. These new job descriptions shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

### **25.02 Changes in Classification**

When a position not covered in Schedule “A” is established during the term of this Agreement, or when the Employer introduces significant changes to an existing job such that the job

description is substantially altered, the rate of pay shall be subject to negotiations between the Employer and the Union, If the parties are unable to agree on a rate of pay of the job in question, such dispute shall be submitted to the grievance and arbitration.

## **ARTICLE 26 – PRESENT CONDITONS TO CONTINUE**

### **26.01 Legislative Changes**

In the event that any law, regulation or proclamation now existing or hereafter enacted renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- a) the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement;
- b) the Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered;
- c) if a mutual agreement cannot be struck as provided (b) above, the matter will be subject to expedited arbitration to reconcile the conflict between the affected provisions and the applicable law, regulation or proclamation.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.01 Plural or Masculine Terms May Apply**

Whenever the singular, feminine or masculine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context of the party or parties hereto so require.

### **27.02 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. The parties agree to share the cost of photocopying the Agreement.

### **27.03 Indemnification Clause**

The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them and from expenses incurred by them as a result of any action or proceeding, arising from any acts or omissions which arose out of the proper performance of their duties. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action of proceeding.

**27.04**

Employees covered by this Agreement shall have the right to refuse to cross any legal picket line. Failure to cross such a picket line by the members of the Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**27.05 Employer to Notify Union**

The Employer shall inform the Union when matters of personnel policy will be discussed with the board for a formal vote. The Union may respond to such proposals in writing.

**27.06 Sexual Harassment**

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice, or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance. Sexual harassment shall include, but not be limited to:

- a) unnecessary touching or patting
- b) suggestive remarks or other verbal abuse
- c) leering at a person's body
- d) compromising invitations
- e) demand for sexual favours
- f) physical assault.

**27.07 Term of Agreement**

This agreement unless changed by mutual consent of both parties hereto, shall be enforced and in effect from April 1, 2001 to March 31, 2005 and thereafter from year to year unless either party gives notice to commence collective bargaining in accordance with the Labour Relations Code. During the period of collective bargaining this agreement shall continue in full force and effect.

**27.08 Retroactivity**

Whenever a retroactive wage or benefit is negotiated all employees who were employed during the period affected shall receive the appropriate benefit. If an employee is no longer employed, it is the responsibility of the employee to advise the Employer of their current mailing address or to make other arrangements with the Employer for payment of the retroactive wages and/or benefits.

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES:

SIGNED ON BEHALF OF JOHN  
HOWARD SOCIETY (OPERATING  
HOWARD HOUSE):

\_\_\_\_\_  
Staff Representative, CUPE

\_\_\_\_\_  
Joanne Crawford, Executive Director

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
CSSEA

\_\_\_\_\_  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

SCHEDULE A

Howard house

WAGES

CLASSIFICATION	APRIL 01, 2001 – MARCH 31, 2003	APRIL 01, 2003 – MARCH 31, 2004	APRIL 01, 2004 – MARCH 31, 2005
First Cook – Step 1	\$14.97	\$15.12	\$15.22
First Cook – Step 2	\$15.42	\$15.57	\$15.67
Second Cook – Step 1	\$12.39	\$12.54	\$12.64
Second Cook – Step 2	\$12.80	\$12.95	\$13.05
Secretary – Step 1	\$13.60	\$13.75	\$13.85
Secretary – Step 2	\$14.21	\$14.36	\$14.46
Maintenance – Step 1	\$14.97	\$15.12	\$15.22
Maintenance – Step 2	\$15.48	\$15.63	\$15.73
Residential Worker – Step 1	\$15.08	\$16.08	\$16.43
Residential Worker – Step 2	\$15.50	\$16.50	\$16.85
Senior Residential Worker	\$16.66	\$17.74	\$18.11
Auxiliary Residential Worker – Step 1	\$15.08	\$16.08	\$16.43
Auxiliary Residential Worker – Step 2	\$15.50	\$16.50	\$16.85
Casual Cook	\$11.67	\$11.82	\$11.92

- 1) Regular part-time and casual employees will be placed at Step 2 of the applicable salary range upon completion of three (3) calendar months from commencement employment.
- 2) Shift Premium: (Residential Workers)  
 The night shift premium shall be \$.25 per hour (11 p.m. – 7:00 a.m.)  
 The evening shift premium shall be \$.25 per hour (3:00 p.m. – 11 p.m.)

**LETTER OF UNDERSTANDING NO. 1**

**RE: GRANT FUNDED PROGRAM(S)**

The Parties agree that the following terms shall apply to all government funded employment programs:

1. Employees must meet the criteria of the funding agency.
2. Pay, hours & benefits shall be as mutually agreed, in writing, by the Parties and shall be established prior to the position being filled.
3. Employees hired from outside the Society shall not be entitled to Benefits (Article 23), Seniority (Article 13) and Layoff and recall (Article 15).
4. Employees shall be union members, union dues shall be deducted and all other terms and conditions of the Collective Agreement apply.
5. Employer is to make the hired employee aware of the Collective Agreement and this Letter of Understanding.

Agreed this 29<sup>th</sup> day of March 2001.

For the Employer

*Jo-Anne Crawford*

For the Union

*Clyde MacDonald*