

**COLLECTIVE AGREEMENT**

**between the**

**COMPASS GROUP  
(Surrey Pre-Trial Centre)**

**and the**

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

**Effective from May 25, 2000 to April 1, 2003**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in force and effect from 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 in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

### 1.3 Conflict with Regulations

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

### 1.4 Use of Feminine and Singular Terms

Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

### 1.5 Sexual and Personal Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment by other employees. An employee allegedly being harassed shall register their complaint in writing, through the Union Staff Representative, to the District Manager who shall deal with the complaint with all possible confidentiality.

The District Manager will investigate the allegation and if substantiated, take action appropriate to the offense. Unresolved complaints may be submitted by the Union at Step 3 of the grievance procedure.

## ARTICLE 2 - RECOGNITION OF THE UNION

### 2.1 Bargaining Agent or Recognition

- (a) The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit: Surrey Pre-Trial Centre.
- (b) The bargaining unit shall be comprised of all employees included in the bargaining unit as described in the certification except those employees employed in positions listed below:
  - Unit Manager
- (c) It is understood that the Unit Manager is a Working Manager

## **2.2 Correspondence**

- (a) 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 his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of any clause in this Agreement, shall be forwarded to the President of the Union or his/her designate.

## **2.3 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives, which is in conflict with the terms of this Agreement.

## **2.4 No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of his/her membership or activity in the Union. In addition, the Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

## **2.5 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select one (1) steward and one (1) alternate steward covered by this Agreement. The number of shop stewards may be changed by mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates. A steward or alternate shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees; and
- (e) attending meetings called by management.

When a shop steward is the only employee on duty in a department or where his/her absence would require the Employer to call in another employee or assign another employee to a higher rated position, the shop steward may be refused leave of absence to transact Union business. When such leave is refused, other time will be made available to ensure the Union business is transacted.

## **2.6 Bulletin Boards**

The Employer shall provide bulletin board space for the posting of Union business.

**2.7 Badges, Insignia and Union Shop Cards**

A Union member shall have the right to wear a Union pin or badge displaying the recognized insignia of the Union.

**2.8 Right to Refuse to Cross Picket Lines**

- (a) All employees covered by the Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the appropriate legislation. An employee failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a legal 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.

**2.9 Unpaid Leave - Union Business**

- (a) Leave of absence without pay and without loss of seniority shall be granted with reasonable notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:
  - (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 general work area;
  - (3) to employees called by the Union to appear as witnesses before an arbitration board or the Industrial Relations Council of B.C., provided the dispute involves the Employer; or
  - (4) to employees representing the Union in collective bargaining with the Employer.

This provision does not apply to employees who are hired by the Union for a period greater than six (6) months.

- (b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for wages and benefits including travel time, incurred. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rate of pay while on leave of absence.

The Union agrees to reimburse the Employer within one (1) month of receipt of billing from the Employer.

**2.10 Essential Services Clause**

The Union and the Company agree that the employees provide essential services defined under S. 72 of the B.C. Labour Relations Act.

Prior to any work stoppage the Parties will meet to identify essential positions and minimum staff levels needed to provide continuous service.

**ARTICLE 3 - UNION SECURITY**

**3.1**

Employees covered by the Union's Certificate of Bargaining Authority who were employed by the Employer and were not a member of the Union prior to the date of certification, shall have the option of



applying for membership in the Union which membership they shall maintain. Employees hired after the date of certification are required to become members of the Union as a condition of employment.

**3.2**

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

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

(a) The Employer shall, as a condition of employment, deduct from the regular 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, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorized form as provided by the Union for this purpose.

The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(b) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide a list of the names of those employees from whose salaries such deductions have been made together with amounts deducted from each employee.

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. 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, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

(d) 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, except by mutual agreement of the Parties to this Agreement.

(e) At the same time that Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the employee for the previous year (the year for which the T-4 slip is provided). Every reasonable effort shall be made for those to be available to the employee at the earliest possible date, or not later than March 1<sup>st</sup> of the succeeding year.

**ARTICLE 5 - EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees 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. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward who will provide the employee with a copy of the Collective Agreement, some time during the first thirty (30) days of employment.

## ARTICLE 6 - EMPLOYER'S RIGHTS

### 6.1

The Union agrees that the management, operation, and direction of its working forces, including the scheduling of employees, is vested solely with the Employer unless the Agreement otherwise specifies. All rights and functions of the Employer shall be retained unless modified by the Collective Agreement

### 6.2

The Employer may conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency.

### 6.3

The Employer may make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees, except that such rules of conduct may not be in breach of this Agreement.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

### 7.1 Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective Party. To facilitate this, the Union shall supply the Employer with the names of its officers, and similarly, the Employer shall supply the Union with the names of the administrator or designates with whom the Union may be required to transact business.

### 7.2 Union Bargaining Committee

A Union Bargaining Committee shall be elected and consist of a maximum of two (2) representatives and one (1) alternate. Should the number of employees in the bargaining unit be twenty-five (25) or more, the Bargaining Committee shall consist of three (3) members and an alternate. Should the membership fall below ten (10) members, the bargaining representatives shall consist of one (1) member and one (1) alternate. If possible, there will be at least one (1) representative from seniority unit Pre-Trial and Surrey School Board.

Leave of absence to attend negotiations shall be administered in accordance with Article 2.9, Unpaid Leave -Union Business.

### 7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to representatives of the Union when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The Union Representatives shall provide reasonable notice to the Component or his/her designate in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

### 7.4 Regular Employees

- (a) A regular full-time employee is one who is appointed to a regularly scheduled position and is regularly scheduled to work up to twelve (12) hours per day and between thirty-seven and one-half (37.5) and forty (40) hours per week exclusive of unpaid meal periods.

- (b) A regular part-time employee is one who is appointed to a regularly scheduled position but works between eighteen (18) and forty (40) hours per week exclusive of unpaid meal periods.
- (c) A casual employee is any employee “on call” with no regularly scheduled shift.

## **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:

- (a) twenty-one (21) days after the date on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) twenty-one (21) days after the date on which he/she first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

- (a) Subject to the time limits in Clause 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 supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

### **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 the Union, 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 designate may present a grievance at Step 3 within:

- (a) twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;
- (b) 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 twenty-one (21) days of receipt of the grievance at Step 3.

**8.8 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) Twenty-one (21) calendar days after the Employer's decision has been received;
- (b) Twenty-one (21) calendar days after the Employer's decision was due.

**8.9 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or courier.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

**8.10 Time Limits**

If the President of the Union or his/her designate, an employee, or an Employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither Party will be deemed to have prejudiced its position on any future grievance.

**8.11 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives 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.
- (b) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within forty-five (45) days of it being filed.

**8.12 Policy Grievances**

Where either Party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the District Manager, his/her

designate or the Union within twenty-one (21) calendar days of the occurrence. Where no satisfactory agreement is reached, either Party within a further twenty-one (21) calendar days, may submit the dispute to arbitration, as set out in Article 9 of this Agreement.

### **8.13 Dismissal or Suspension**

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the District Manager, or his/her designate, commencing at Step 3 within twenty-one (21) days of the employee receiving notice of dismissal or suspension.

## **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, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within twenty-one (21) days of the receipt of the reply at the third step, of its desire to submit the difference or allegation to arbitration.

### **9.2 Assignment of a Single Arbitrator**

- (a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitration.
- (b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.
- (c) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.
- (d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gendered balanced.

### **9.3 Three Person Arbitration Board**

- (a) Within seven (7) days of receipt of written notice, the parties may by mutual agreement have the matter heard by a three person Arbitration board. Both parties shall then have seven (7) days to name their appointee to the three-person board. The two appointees shall then meet to select an impartial Chairperson.
- (b) If the recipient of the notice fails to appoint a nominee or the two (2) appointees fail to agree upon a Chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Ministry of Labour at the request of either Party.

### **9.4 Decision of Board**

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

### **9.5 Disagreement of Decision**

Should the Parties disagree as to the meaning of the Board's decision, either Party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

### **9.6 Expenses of Arbitration Board**

Each Party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (1/2) of the fees and expenses of the Chairperson.

### **9.7 Amending Time Limits**

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

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

### **10.1 Burden of Proof**

In all cases of discipline and dismissal, except in the case of probationary employees, the burden of proof of just cause shall rest with the Employer.

### **10.2 Notice of Dismissal or Suspension**

Notices of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension.

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

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record. Upon the employee's request, any such document, other than employee appraisals, substantiated security - related issues, those relating to sexual or personal harassment, or theft, 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 any 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.

### **10.4 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within forty-eight (48) hours of receipt of the appraisal. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall, upon request, receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's permanent record.

If the employee doesn't submit a grievance on the content of the appraisal within thirty (30) days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a permanent part of the employee's record.

**10.5 Personnel File**

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice, prior to having access to such file. Access to the file shall be no later than seven (7) days after notice is given.

(b) With reasonable notice given to the Employer, an employee shall be permitted to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be not later than seven (7) days after notice is given.

**10.6 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 may contact his/her 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 or 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.

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

**10.7 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days and who cannot give a reason acceptable to the Employer shall be considered as having abandoned his/her position.

**ARTICLE 11 - SENIORITY**

**11.1 Seniority**

Upon completion of the probationary period, the initial date or hours of employment shall be used for determining benefits and seniority start date.

Full-time employees shall have seniority by date of hire.

Part-time and casual employees shall have seniority calculated in hours worked.

Should a part-time or casual be appointed to a full-time position and upon successful completion of the probationary period, then hours shall be converted into days and then start date shall be back dated from the full-time date of hire.

In determining seniority for a promotion/vacancy, any part-time or casual shall have their hours converted to years (e.g. one (1) year = 2080 hours).

Seniority will be calculated by work unit (corrections or school meals). Employees moving from one work unit to the next will not be able to transfer their seniority from one work unit to the other.

**11.2 Seniority Lists**

- (a) An up-to-date seniority list shall be posted in the unit on July 1 of each year. The list shall be open for correction for a period of thirty (30) calendar days following the posting, after which the seniority will be considered accurate.
- (b) The seniority list shall be sent to the President of the Union, or his/her designate. This list shall include the name, classification, seniority and home address of each employee.

**11.3 Loss of Seniority**

An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than twelve (12) months
- (d) he/she abandons his/her position in accordance with Article 10.7;
- (e) he/she is on layoff and fails to report for work of an ongoing nature within seven (7) calendar days after being notified of recall by registered mail or courier from the Employer.

**11.4 Same Service Seniority Date**

Where seniority rights are in dispute and two (2) or more employees have the same amount of seniority, the matter will be determined through the toss of a coin.

**ARTICLE 12 - VACANCY POSTING**

**12.1 Postings**

- (a) A posting shall be required for vacancies or new positions which are in excess of two (2) calendar months and which the Employer is seeking to fill. A one-time increase of five (5) hours or less per week in the number of regularly scheduled hours of a regular position shall not constitute a vacancy.

A change in the starting or quitting times, shift schedules, or scheduled days off shall not constitute a vacancy.

The Employer will post job vacancies within seven (7) days.

Preference will be given to employee's meeting the qualifications from the unit where the vacancy occurred.

- (b) The Employer agrees to post such vacancy or new job for a period of at least seven (7) calendar days in advance of the selection. Applications must be received during the seven (7) day period in order to be considered by the Employer.
- (c) The posting shall contain the following information: title of the job, qualifications, nature of the position, present hours of work, wage rate or range.
- (d) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process.



- (e) A copy of the job posting will be sent to the Chairperson of the Bargaining Committee and the President of the Union or his/her designate.
- (f) Every effort will be made to fill a vacancy within twenty-one (21) days.
- (g) If a vacancy is posted and filled by an employee currently in the bargaining unit, the successful applicant will be notified within one (1) week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (h) An employee granted a temporary promotion or transfer shall return to his/her former job and pay rate without loss of seniority and accrued perquisites when the temporary position or transfer terminates.

## **12.2 Selection Criteria**

The successful applicant will be determined on qualifications, knowledge, education, skills, experience, personal suitability and seniority. Where two (2) or more applicants are equal, the one with the greater seniority will be selected.

## **12.3 Probationary Period**

It is understood that all new employees will be subject to a probationary period of four hundred and eighty-eight (488) hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which he/she has been appointed.

## **12.4 Qualifying Period**

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of sixty (60) work shifts or four hundred and eighty-eight (488) hours of work, whichever comes first. 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, or the employee wishes to return to his/her former position, he/she shall be returned to his/her former position and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

## **12.5 Applications from Employees**

Applications from qualified employees within the bargaining unit shall be considered prior to applications from non-employees.

If there are two (2) or more qualified employees with the bargaining unit who meet the qualifications as set out in Article 12.2, the most senior will be appointed to the position.

## **12.6 Right to Grieve**

Where an employee feels he/she has been aggrieved by any decision of the Employer relating to promotion, transfer or demotion, the employee may initiate a grievance.

## **12.7 Applying for Positions While on Vacation/Leave of Absence**

An employee may put in writing their desire for a particular position(s) that may arise should be away on vacation or leave of absence so they can be considered for the position.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Pre-Layoff Canvass

Prior to the layoff of regular employees under Clause 13.2, the Employer may canvass any employee(s) to provide options or alternatives with regard to an impending layoff.

Should the Employer choose to canvass, they will notify the Union. The Parties agree to jointly explore options in order to cause the least disruption to employees and the workplace.

### 13.2 Sequence of Lay off and Recall

In the event of a layoff, the following will apply:

- (a) permanent full-time and part-time employees shall be laid off by classification in reverse order of seniority within a work unit (corrections or school meals).
- (b) An affected employee will have the following options, in the following order:
  - (1) bump the least senior employee with equivalent hours in an equal or lower classification in their own work unit: or
  - (2) choose to go on the layoff list waiting recall.

Equivalent hours shall be defined as a three (3) hour difference.

- (c) An employee whose hours are reduced from full-time to part-time or casual or part-time to casual for a period of one (1) month or more shall be entitled to exercise the layoff article.
- (d) Bumping rights must be exercised within five (5) working days of notification of lay-off to the first affected person and three (3) working days to any subsequent persons. Written notice will be provided to the Unit or Component Manager as appropriate.
- (e) Employees on layoff shall be recalled in order of seniority and classification within his/her work unit and subject to his/her ability to do the work available.
- (f) In the event of a permanent layoff, two (2) weeks' notice will be given to an employee with more than three (3) years' seniority and one (1) additional week's notice for each additional year of seniority to maximum of eight (8) weeks notice. In the event of a permanent layoff if the Employer does not give proper notice, an employee will receive equivalent to one (1) weeks' pay for every week not given in severance notice.
- (g) Notice of layoff shall not apply where an Employer can establish that the layoff results from an act of God, fire or flood.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Continuous Operation

The work week shall provide for continuous operation based on a seven (7) day week, twenty-four (24) hours per day.

### 14.2 Hours of Work

The hours of work will normally not exceed twelve (12) hours per day exclusive of unpaid meal breaks and will normally not exceed forty (40) hours per week.

### 14.3 Scheduling Provisions

- (a) The Employer shall arrange all shift schedules and post them at least fourteen (14) days in advance of the effective date.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts scheduled except by mutual agreement between the Employer and the Union.
- (d) An employee reporting for work at the call of the Employer shall be paid a minimum of two (2) hours' pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours' pay at his/her regular rate if he/she commences work.
- (e) Employees may exchange shifts with the approval of the Employer provided that a minimum of forty-eight (48) hours advance notice in writing is given and there is no increase in cost to the Employer. All rights to consecutive days off, overtime pay, and any premiums that result from the exchange are waived.
- (f) If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the eight (8) hour period.
- (g) In the event the Employer must make shift schedule changes to corrections employees due to illness or injury, such changes may be made with forty eight (48) hours notice without incurring any overtime costs.
- (h) In the event the Employer must make shift schedule changes to School Program employees, such changes may be made up to twenty four (24) hours notice without incurring any overtime costs.
- (i) The above will not apply where the change required is due to a situation beyond the control of the Employer.

### 14.4 Rest and Meal Periods

- (a) There shall be a fifteen (15) minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four (4) hours, will receive one (1) fifteen (15) minute paid rest period.
- (b) An unpaid meal period of one-half ( $\frac{1}{2}$ ) hour or as otherwise stated in Hours of Work will be scheduled as close as possible to the normal institutional meal period and shall be taken away from the work area. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at the applicable overtime rate.

## ARTICLE 15 - OVERTIME

### 15.1 Definition of Overtime

- (a) "*Overtime*" means work performed by an employee in excess of the hours outlined in Article 14.2.
- (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.

### **15.2 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 Component Manager.

### **15.3 Right to Refuse Overtime**

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

### **15.4 Overtime for Part-time Employees**

A regular part-time employee working less than the normal hours per day [currently eight (8) hours] of a full-time employee, and who is requested to work longer than his/her regular work day, 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 for 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 [currently five (5) consecutive days] of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight-time for the days so worked up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of normal work days in the work week of a full-time employee.

### **15.5 Overtime Compensation**

Overtime worked shall be compensated at the following rates:

- (a) time and one-half ( $1\frac{1}{2}x$ ) for the first two (2) hours of overtime, double time ( $2x$ ) for additional hours on a regularly scheduled work day;
- (b) time and one-half ( $1\frac{1}{2}x$ ) for all hours worked on a day of rest, but employees shall not have the day off rescheduled.

### **15.6 Call Back**

Employees called back to work on their regular time off shall receive a minimum of three (3) hours' overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

### **15.7 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 work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to the hours by which the time off fell short of eight (8) clear hours.

### **15.8 Shift Exchanges**

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts.

### **15.9 Overtime Meal Allowance**

An employee who is required to work a minimum of two and one-half ( $2\frac{1}{2}$ ) hours overtime following his/her scheduled hours of work, shall be provided with a meal at the Employer's expense.

## ARTICLE 16 - PAID HOLIDAYS

### 16.1 Paid Holidays

Eligible employees shall be entitled to a day off with pay for each of the following statutory holidays:

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

Any other holiday proclaimed as a holiday by the Federal Government or the Government of the Province of British Columbia shall also be a paid holiday.

### 16.2 Holiday Falling on a Scheduled Work Day

An employee who works on a statutory holiday named in 16.1 shall be compensated at the rate of time and one-half (1½x) for all hours worked on the holiday and received another day off with pay at a time mutually agreed between the Employer and the Employee.

### 16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall have the option of either an additional day's pay or a paid day off in lieu of the holiday. The lieu day shall be scheduled at a time mutually agreed between the Employer and the employee.

### 16.4 Holiday Coinciding with Day of Vacation

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

### 16.5 Holiday Pay Eligibility

- (a) Employees must work the regularly schedule day before and after such holiday except in case of an emergency or sickness at which time the Employer may require a medical certificate.
- (b) No employee shall receive holiday pay for a statutory holiday unless she was hired more than thirty (30) calendar days immediately preceding the holiday and has worked one hundred twenty (120) hours in the last thirty (30) days.
- (c) Employees shall be paid accordingly to their regularly scheduled shift for each statutory holiday where no work is performed.

## ARTICLE 17 - ANNUAL VACATIONS

### 17.1 Vacation Entitlement

- (a) The vacation year is April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.
- (b) An employee who has completed twelve (12) full calendar months service as of June 30<sup>th</sup> shall receive two (2) weeks vacation and shall be paid four percent (4%) of his/her gross earnings in the previous twelve (12) months.

- (c) An employee who has completed four (4) full years service as of June 30<sup>th</sup> shall receive three (3) weeks vacation and shall be paid six percent (6%) of his/her gross earnings in the previous twelve (12) months.
- (d) An employee who has completed eight (8) full years service as of June 30<sup>th</sup> shall receive four (4) weeks vacation and shall be paid eight percent (8%) of his/her gross earnings in the previous twelve (12) months.
- (e) An employee who has complete twelve (12) full years service as of June 30<sup>th</sup> shall receive five (5) weeks vacation and shall be paid ten percent (10%) of his/her gross earnings in the previous twelve (12) months.
- (f) An employee who has completed less than twelve (12) full months service as of June 30<sup>th</sup> shall receive one (1) day paid vacation for each calendar month worked, from the commencement of service to a maximum of ten (10) days, provided that their employment started on or before the fifteenth (15<sup>th</sup>) day of any month he/she shall earn vacation entitlements from the first day of the month and when employment has commenced on or after the sixteenth (16<sup>th</sup>) day of any month, he/she shall earn vacation entitlements from the first day of the following month.
- (g) Regular part-time employees will be entitled to annual vacation on a pro rata basis.
- (h) School Program employees working less than twelve (12) months shall receive vacation pay compensated on a percentage calculation and paid out on the first (1<sup>st</sup>) pay cheque in April. Any vacation pay still owing on the final pay cheque in June shall be paid out at that time.

#### **17.2 Vacation Earnings for Partial Year**

- (a) Where employment is terminated, employees shall be granted earned and unused annual vacation pay calculated on a proportionate basis. Any vacation owing at time of resignation will be paid out and shall not be taken as time in lieu of notice.
- (b) An employee whose employment ceases before he/she has completed five (5) working days of employment is not entitled to annual vacation pay.

#### **17.3 Call Back**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency and by mutual agreement.
- (b) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation time.
- (c) Employees called back to work from vacation will be reimbursed vacation days worked.

#### **17.4 Vacation Scheduling**

Subject to operational requirements, scheduling of vacations shall be in accordance with service seniority within a Unit. 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 other first vacation periods have been selected. Seniority shall prevail in the choice of subsequent vacation periods in like manner.

An employee shall be entitled to receive his/her vacation to a maximum of four (4) consecutive weeks in an unbroken period. During the prime time period of May 1 to September 30, the unbroken period shall not exceed four (4) weeks.

No employee shall be entitled to more than two (2) vacation periods per vacation year unless mutually agreed.

**17.5 Vacation Schedules**

- (a) Employees shall submit their vacation requests to their supervisor on or before March 1<sup>st</sup>.
- (b) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) Vacation schedules shall be posted no later than April 1<sup>st</sup>. Once posted, it shall not be changed except in cases of emergency, with the mutual agreement of the Employer and employee.

**17.6 Vacation Pay**

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

**ARTICLE 18 - SICK LEAVE**

**18.1 Sick Leave Plan**

- (a) The Employer will provide employees who have completed their probation period with a bank of five (5) days casual illness on January 1<sup>st</sup> of each year, for corrections and three (3) days for school program. Unused days will not be accumulated and will not be paid out.
- (b) In addition, the Employer will provide employees with a sick leave plan that will pay employees sixty-six and two-thirds percent (66<sup>2</sup>/<sub>3</sub>%) of their regular wages up to the UIC maximum, starting on the first (1<sup>st</sup>) day of injury or the fifth (5<sup>th</sup>) day of illness up to a maximum of fifteen (15) weeks. This plan will not apply to employees on layoff.

**18.2 Proof of Illness**

After five (5) days of absence due to illness or injury, an employee will be required to provide proof of illness stating the reason for the absence and the expected date of return to work in order to receive benefits under the Short Term Disability Plan. If there is a question as to the legitimacy of a claim for sick leave benefits, the Employer may require an employee to provide proof of illness or injury.

**18.3 Employee to Inform Employer**

The employee shall advise the supervisor prior to the start of the shift of his/her inability to report to work because of illness or injury, and the probable date of his/her return to work.

Employees who are absent from work 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 at least forty-eight (48) hours' notice to the Employer prior to their return to work.

It is agreed that longer notice is required for absences in excess of thirty (30) consecutive calendar days.

#### **18.4 Expiration of Sick Leave Credits**

The Employer shall inform employees, in writing, when their sick leave credits expire. At the expiration of paid sick leave credits, employees who continue to be off on sick leave shall apply for and be placed on Unpaid Leave of Absence in accordance with Article 20.4. If the employee is not fit to return to his/her previous position at the expiry of the unpaid leave of absence, the employee must apply for further leave of absence.

#### **18.5 Probationary Period**

During the probationary period, an employee is not entitled to sick leave.

#### **18.6 Third Party Coverage**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six (6) months following the illness or injury, unless the employee first elects to take action on his/her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

### **ARTICLE 19 - WORKERS' COMPENSATION**

#### **19.1 Date of Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

#### **19.2 Benefits While on Compensation**

Employees who are absent from work and in receipt of WCB wage-loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) Seniority hours pursuant to Article 11.1 shall continue to accrue.
- (b) Accumulative benefits shall continue to accrue for a maximum of six (6) calendar months.
- (c) The health and welfare provisions of Article 25 will continue to apply, except that the employee shall be required to pay the health and welfare premiums for absences in excess of six (6) calendar months.

Failure of the employee to remit the required monthly premium payments shall result in the cancellation of the health and welfare benefits.



Where the Workers' Compensation Board denies an employee's claim (and/or appeal if applicable), the employee shall reimburse the Employer for any health and welfare premiums paid by the Employer in accordance with Article 25 - Health and Welfare Benefits, while on unpaid leave of absence.

**19.3 Employee to Contact Employer**

Employees who are absent from work due to a Workers' Compensation Board related injury 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.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

**19.4 Transportation**

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.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE**

**20.1 Compassionate Leave**

- (a) 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 not exceed three (3) working days.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, foster child, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, step parent, step child, legal guardian 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 brother-in-law, sister-in-law, aunt and uncle, the employee shall be entitled to compassionate leave for one (1) day for the purpose of attending the funeral.
- (c) Every effort will be made to grant additional compassionate leave of absence without pay, if requested by the employee.

**20.2 Unpaid Leave for Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office.

**20.3 Unpaid Leave**

- (a) An employee may request unpaid leave of absence. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld. Employees who have been granted an unpaid Leave of Absence will not work for another Employer during the time of the absence without first obtaining authorization from the District Manager.

- (b) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding twenty (20) working shifts in any year, the employee shall not accumulate benefits or seniority from the twenty-first (21st) day of the unpaid leave to the last day of the unpaid leave.

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

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

#### **20.5 Education Leave**

- (a) When an employee is required to take a course by the Employer, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, pre-approved out of town travelling and subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) When an employee goes on approved Education Leave, upon completion of the leave he/she will return to his/her former position.
- (c) An employee may request a leave of absence for educational purposes. Requests for such leaves will be made in writing and will indicate the relationship of such employee education to the Employer's business. Reasonable notice will be provided by the employee to minimize the dislocation of staff. The Employer will entertain requests that directly relate to the needs of the business and will indicate to the employee in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall not be unreasonably withheld but will ensure that operational requirements are maintained.

#### **20.6 Jury Duty and Leave for Court Appearances**

A regular employee who is subpoenaed to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer. The maximum paid leave that an employee may receive under this provision is five (5) paid days per calendar year.

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

Maternity, adoption and/or parental leave shall be granted in accordance with the Employment Standards Act, viz.:

#### **21.1 Maternity/Parental Leave**

- (a) An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter Period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- (b) A request under subsection (a) must:
- (1) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and

- (2) be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (d) A request for a shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
- (e) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (a), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specific date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specific date.
- (f) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

## 21.2 Parental Leave

- (a) An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c) following.
- (b) A request under subsection (a) must:
  - (1) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and
  - (2) be accompanied by:
    - (i) certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under Clause 20.1(b)(2), or
    - (ii) a letter from the agency that placed the child providing evidence of the adoption of the child.
- (c) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing,
  - (1) in the case of a natural mother, immediately following the end of the maternity leave taken under Clause 20.1 unless the Employer and employee agree otherwise,
  - (2) in the case of a natural father, following the birth date of the newborn child and within the fifty-two (52) week period after the birth date of the newborn child, and
  - (3) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

- (d) If:
- (1) the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
  - (2) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,
- the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).
- (e) Seniority shall continue to accumulate as if the employee had worked as per Article 11.
- (f) Upon return to work, the employee will return to his/her former classification.

### **21.3 Combined Maternity and Parental Leave**

Notwithstanding Clause 20.1 and Clause 20.2, an employee's combined entitlement to a leave of absence from work under the article shall not exceed a total of thirty-two (32) weeks.

### **21.4 Employer May Require Employee To Take Leave**

An Employer may require an employee to commence a leave of absence under Clause 20.1 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

### **21.5 Employment Deemed Continuous**

The services of a employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Clause 13.3 and Clause 17.2 and any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (a) the Employer pays the total cost of the plan, or
- (b) the employee elects to continue to pay his or her share of the cost of a plan that is paid for jointly by the Employer and the employee.

### **21.6 Reinstatement**

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with subsection (a).

### 21.7 Prohibition

(a) An Employer shall not:

- (1) terminate an employee, or
- (2) change a condition of employment of an employee without the employee's written consent

because of an absence authorized by this article or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this article.

(b) The burden of proving that:

- (1) the termination of an employee, or
- (2) a change in a condition of employment of the employee without the employee's written consent

is not because of an absence authorized by this article or because of an employee's pregnancy, is on the Employer.

### 21.8 Seniority Rights on Re-Employment

(a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority she had accrued immediately prior to commencing maternity or adoption leave and shall be credited with seniority for the period of time covered by the maternity or adoption leave.

(b) The employee shall be deemed to have resigned on the date upon which her maternity or parental leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave, or if she does not return to work after having applied for re-employment.

## ARTICLE 22 - SAFETY AND HEALTH

### 22.1 Violence in the Workplace

Within six (6) months of the ratification date of this agreement, the Safety Committee will review the issue of Violence in the Workplace and make recommendations to the Employer regarding:

- (a) identification of regulatory standards that need to be adhered to;
- (b) training courses for employees that may be at risk;
- (c) physical and procedural measures that are needed to protect employees that may be at risk; and
- (d) stress debriefing and counselling where an employee is involved in an occurrence of violence in the workplace.

In performing this review the Safety Committee will investigate resources that may be currently available such as Correction Centre Programs, Employee Assistance Programs and WCB.

### 22.2 Safety Committee

A Safety and Health Committee shall be established. Unless otherwise mutually agreed, the committee shall be composed of:

- (a) up to two (2) representatives appointed by the Employer; and
- (b) up to two (2) representatives appointed by the Union.

The Union representatives shall be employees at the workplace.

### **22.3 Committee Responsibilities**

The Safety and Health Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. Minutes of all Safety and Health Committee Meetings shall be kept and copies of such minutes shall be sent to the Employer and the Union designate.

### **22.4 Right to Refuse Unsafe Conditions**

No employee shall be disciplined for refusal to work on a job which he/she believes is unsafe until a Workers' Compensation Board inspector rules it safe.

### **22.5 Lieu Time to Attend Meetings**

Members of the Safety Committee who attend Safety Committee Meetings outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

### **22.6 Investigation of Accidents**

The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and Employer on the nature and cause of the accident or injury.

## **ARTICLE 23 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

This article will not interfere with the right of the Employer to make such changes in methods of operation as are consistent with technological advances in the food service industry.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from loss of employment.

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the facility in which he/she is employed.

Employees affected by technological change will be given reasonable notification in advance and allowed a training period to acquire the necessary skills for retaining employment within the bargaining unit, commensurate with their seniority and ability.

The Employer agrees that, whenever possible, no employee shall lose employment because of technological change, utilizing normal turnover of staff to absorb such displaced employee.

However, when necessary to reduce staff, it shall be done in accordance with Article 13, Layoff and Recall.

## **ARTICLE 24 - CONTRACTING OUT**

Prior to contracting out bargaining unit work that may result in the laying off of employees within the bargaining unit, the Employer will meet with the Union in order to review the matter.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Eligibility

Employees who regularly work twenty-four (24) hours per week or more shall be eligible to participate in the Health and Welfare Program provided she completes four hundred and eighty-eight (488) hours worked.

Upon qualifying the benefits will be made available on the first day of the calendar month immediately following eligibility.

At the time that an employee is laid off, he/she will be provided the option to maintain the following benefits for a maximum period of three (3) months by pre-paying all required premiums (both employee and Employer portions).

### 25.2 Medical Examination

When the Employer requires an employee to submit to a medical examination for insurance purposes or for the purposes of an independent medical opinion, it shall be at the Employer's expense and on the Employer's time.

### 25.3 Same Sex Spouses

Same sex spouses shall be considered family members for the purpose of Extended Health Care and Dental Plan benefits.

## ARTICLE 26 - WORK CLOTHING AND RELATED SUPPLIES

### 26.1

- (a) The Employer will supply suitable rubber gloves and aprons or other protective clothing to employees required by the Employer to wear same.
- (b) All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employees while on duty shall be supplied by the Employer free of costs of the employees.
- (c) The Employer will compensate employees at a rate of sixty-five cents (65¢) per work day for Laundry costs.

## ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

### 27.1 Paydays

Employees shall be paid on a biweekly basis.

### 27.2 Relieving in Higher Rated Positions

When an employee temporarily relieves (for one shift or more) in a higher paying position included in this Agreement for which a flat rate of pay is established, he/she shall receive the rate for the job. When an employee temporarily (for one shift or more) relieves in a higher paying position included in this Agreement for which a salary range has been established, he/she shall receive the rate in the salary range which is next higher to his/her present rate.

**27.3 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her rate of pay shall maintain his/her regular rate of pay unless there is mutual agreement between the Employer and the Union to do otherwise.

**ARTICLE 28 - NOTICE OF NEW AND CHANGED POSITIONS**

**28.1 Job Descriptions**

The Employer agrees to supply the President of the Union or his/her designate, and Chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

**28.2 New Classifications/Duties**

(a) *Notice of New Positions*

In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within twenty-one (21) days of notification.

**28.3 Notice of Changed Positions**

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

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within twenty-one (21) days of notification by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

**ARTICLE 29 - GENERAL CONDITIONS**

**29.1 Employer Property**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

**29.2 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 Union shall photocopy and distribute sufficient copies of the Agreement for distribution to employees on staff. The cost of production and distribution of Agreements shall be shared equally between the Parties.



### **29.3 Personal Property Damage**

Upon submission of reasonable proof, the Employer shall compensate an employee up to a maximum of seventy-five dollars (\$75) for the repair or replacement costs of personal clothing, false teeth, eye glasses and hearing aids damaged or torn by a person in the care or custody of the Employer.

### **29.4 Joint Labour Consultation Committee**

A Joint Labour Consultation Committee shall be established consisting of two (2) members appointed by the Union and two (2) members appointed by the employer. The Committee shall meet regularly, at the call of either party, at a mutually agreeable time and location. Employees shall not suffer any loss of basic pay for the time spent at Committee meetings.

The purpose of the Committee is to review matters, other than grievances, relating to the maintenance of good relations between the parties, to correct conditions causing grievances and misunderstandings, and to discuss possible changes in staffing levels where there is a substantial and sustained change to the workload.

The Committee does not have the jurisdiction to alter or modify the terms and conditions of this Collective Agreement.

### **29.5**

A meal shall be supplied by the employer with no deduction from the employee's wages.

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Duration**

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

### **30.2 Notice to Bargain**

- (a) This Agreement may be opened to collective bargaining by either Party giving written notice to the other Party on or after February 1, 2003, but in any event no later than midnight on March 1, 2003.
- (b) Where no notice is given by either Party prior to March 1, 2003, both Parties shall be deemed to have been given notice under this section on March 1, 2003.
- (c) All notices on behalf of the Union shall be given by the Staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Vice President.

### **30.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 30.2 of this article, the Parties shall, within twenty-one (21) days after the notice was given, commence collective bargaining.

### **30.4 Change in Agreement**

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

**30.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**30.6 Effective Date of Agreement**

The provisions of this Agreement shall come into full force and effect on the date of ratification of the Agreement, except as otherwise provided.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Francois Dube  
Bargaining Committee Chairperson

\_\_\_\_\_  
Mildred Canizares  
Bargaining Committee Member

\_\_\_\_\_  
Rose Small  
Bargaining Committee Member

\_\_\_\_\_  
Lynda Morrice  
Staff Representative

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

**APPENDIX 1  
HOURLY RATES OF PAY**

	<b>Ratification</b>	<b>Eff. April 1/01</b>	<b>Eff. April 1/02</b>
<b>Corrections</b>			
Cook	13.20	13.66	14.07
General Help	8.75	9.06	9.33
Canteen/General Help	10.00	10.25	10.50
<b>School Program</b>			
General Help	8.70	9.01	9.19
School Board Coordinator	9.83	10.17	10.38
Supervisor Premium	additional \$1.50/hour		

**New Employees**

New employees will be paid a start rate equivalent to twenty-five cents (\$0.25) less than regular rate as set out above. This start rate will remain in effect until the employee has completed six (6) months service excluding any time related to a layoff, illness or injury.

**Overnight Premium**

General Help employees who work the night shift will continue to receive \$ 1.25 per hour as a premium for such night shift.

**Red Circling**

Any employee who at the time of implementation of this agreement is receiving more than the rate as set out above for his/her position will maintain his/her rate for the position until the rate for the position meets or exceeds the red circled rate.

Ratification Vote

- Cook \$500
- General Help & Canteen \$300
- School Coordinator \$375
- Probation Employee \$150
- Less than one year employee \$100 less than the above classification rate.

**APPENDIX 2  
CASUAL EMPLOYEES**

Casual employees are required from time to time for short work periods, and as such, are not considered to be full-time or part-time employees.

The following terms and conditions will apply to casual employees:

- (a) A casual employee who commences work shall acquire seniority as a casual employee, calculated on the basis of hours worked and shall be placed on the casual employee list.
- (b) Casual employees, whenever practical, shall be called to work on the basis of seniority provided they have the qualifications, skills and demonstrated ability to do the required work.
- (c) Casual employees accepting an assignment will not, for any reason, be able to displace another employee who also is on another casual assignment.
- (d) A casual employee shall have the right to decline four (4) calls to work in a twelve (12) month period. More than four (4) refusals in a twelve (12) month period will result in the casual employee being removed from the casual employee list.

A decline will not count for the following situations:

- (i) WCB claim
  - (ii) Maternity/parental/adoption leave
  - (iii) Bereavement
  - (iv) Jury Duty
  - (v) Union leave
- (e) Casuals may, with advance permission from the Employer, be unavailable to receive assignments for a consecutive period of up to four (4) weeks each year.
  - (f) Casuals will have the option of changing their availability in January and June of each year. The Employer is not obligated to call a casual in for work on days the casual is not available to work.
  - (g) A casual employee who is awarded a full time position and successfully completes his/her probationary period will have his/her previous casual seniority in the same area as the full time position (corrections or school) credited as additional days to the date of becoming a full time employee.
  - (h) A casual employee who does not work for six (6) months shall be removed from the casual employee list.
  - (i) Casuals shall be hired at General Help rate, but shall be paid at the appropriate rate of pay in the classification they are working in.
  - (j)
    - (i) Casual employees working eighteen (18+) plus hours per week for twelve (12) consecutive weeks will be provided basic medical (MSP) and life insurance.
    - (ii) Once qualified the employee, in order to maintain benefits, must continue to work eighteen (18+) hours per week in any eight (8) consecutive week period. Should the employee fail to maintain the required hours, he/she will be given the option to continue benefits for a further twelve (12) consecutive weeks by pre-paying any premium costs.

**LETTER OF INTENT**

- (1) In the event that an error is made on a pay cheque by the Employer, the Employer agrees to correct the error within two (2) business days.
- (2) Employees, upon request, will receive flu, TB, Hepatitis B vaccines when these vaccines are made available to Corrections Branch staff.
- (3) Where operationally feasible, Union Safety Committee members will participate in Centre Health and Safety Committee meetings.

**MEMORANDUM OF UNDERSTANDING 1**  
**RE: FAST TRACK, MEDIATION/ARBITRATION PROCESS**

(1)

- The process can only be used by mutual agreement between the Parties who are signatory to this Collective Agreement.
- The outcome will be binding on the Parties.
- The cost will be borne in accordance with Section 112 of the Industrial Relations Act (e.g. Employer ½, Union ½).
- The procedure may be used after Step 2 of the Grievance Procedure outlined in Article 8.
- No legal counsel (lawyer) will be used by either party. The Union will use elected officers or staff representatives. The Employer will use employees of its Human Resources Department.
- The number of cases to be heard at any given time will not exceed three (3).
- The Parties or their representative will try to get an agreed statement of facts for presentation to the arbitrator.
- Wherever possible the arbitrator will attempt to mediate a settlement between the Parties.
- In such case that the arbitrator must write a decision, such decision shall be brief and to the point.
- An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.
- General rules of evidence will be waived except for the rule of "*onus*".
- The offices of the Employer and the Union will be used for the process on an alternating basis starting with the Union offices.

(2) *Procedure Guidelines*

(a) *The Opening Statement:* This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

(b) *The Hearing:* Sufficient witnesses should be called to ensure the "*story*" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

(c) *The Argument:* As agreed, the Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc.. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by counsel to ensure that all relevant clauses are put before the arbitrator.

(d) *Mediation:* Counsel must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.

(e) *The Decision:* If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the arbitrator will do so. By meeting first with counsel to explain the framework of his decision, the Parties are provided with the opportunity to influence the exact terms of the resolution. With the framework of settlement as outlined by the arbitrator, the Parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

(3) The mediator/arbitrator will be selected on a rotating basis among the following:

- Ron Keras
- Stephen Kelleher
- Marguerite Jackson

**MEMORANDUM OF UNDERSTANDING 2  
RE: TIME BANK**

An employee shall be entitled to put time earned from overtime and statutory holidays into a bank to be taken as time off.

The maximum allowed time in the bank at any one time shall be forty (40) hours.

The time bank shall be revolving.

Any time in the bank at time of termination will be paid out in cash.

Withdrawal from the time bank will be with approval from the Employer and with adequate notice.



**MEMORANDUM OF UNDERSTANDING 3**  
**RE: BENEFITS FOR PART-TIME EMPLOYEES**

Part-time employees who regularly work eighteen (18) hours per week or more and have completed their probationary period, shall be entitled to participate in the Health and Welfare program as follows:

- 1) Regular part-time employee who is appointed to a regularly scheduled position of eighteen (18) hours per week or more shall be entitled to all benefits contained in Article 25 - Health and Welfare.
- 2) A part-time employee who is filling a temporary vacancy shall be eligible to participate in the Health and Welfare program on the following basis:
  - (a) An employee who is the successful candidate for a temporary vacancy shall be eligible to participate in the Health and Welfare program on the following basis;
  - (b) An employee who is placed in a temporary vacancy of undetermined length shall be eligible once/ he/she has worked in the vacant position for three (3) months;
  - (c) Benefits shall continue for the duration of the assignment;
  - (d) At the termination of the assignment in (a) or (b) above, the employee shall have the option of continuing his/her benefit coverage for a maximum of three (3) months, by prepaying the full cost of the monthly premiums;
  - (e) Benefits in this section will include; Basic Medical Insurance, Extended Health Plan, Dental Plan, Life Insurance and Accidental Death and Dismemberment Plan.