

**SECOND COLLECTIVE AGREEMENT**

**between the**

**INTERIOR INDIAN FRIENDSHIP SOCIETY**

**and the**

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

**Effective from July 1, 2001 to June 30, 2006**

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## PREFACE

(a) **Preamble:** The Interior Indian Friendship Society is a team of creative and responsive professionals dedicated towards empowering our people to achieve their fullest potential.

The Parties to this Agreement recognize the importance and challenging nature of this work. The Interior Indian Friendship Society believes that staff are our most valued resource. The relationship between the Parties will be governed by an open and respectful attitude that will focus on fairness, justice and creative problem solving. Above all, positive working relations will be cherished and maintained.

(b) **Objects:** The Parties recognize that the Interior Indian Friendship Society is a pro-aboriginal organization and that the mutual goals of the Employer and employees are:

- (1) promote self-recognition and recognition by the community at large of the identity, culture and heritage of Native Peoples;
- (2) to promote and encourage the involvement of Native Peoples in the activity of their local Centres;
- (3) to maintain liaison with representatives of Native People and all other organizations involved with Native People;
- (4) to encourage the assistance of service agencies, voluntary organizations, private industry and all levels of government in the advancing and maintaining of the well-being of the constituent members and the Native Peoples of Canada.

(c) **Principles:**

- (1) The Parties agree that the cultural values of the Aboriginal Community will have application and primary importance at all times.
- (2) The Parties further subscribe to the principle of encouraging and fostering growth in both employees and clients.
- (3) The Parties further recognize that this Agreement is entered into in good faith and without prejudice to any present or future First Nations jurisdiction, negotiations or agreements, which may be applicable, within the traditional territories of First Nations and/or between First Nations and/or between First Nations and other levels of government, legislation or society.

## DEFINITIONS

For the purpose of this Agreement:

- (1) **"Bargaining unit"** is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of B.C. on the 12th day of September, 1997.
- (2) **"Child"** -- whenever the word *"child"* is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a spouse, including the child of a common-law spouse or partner.
- (3) **"Day of rest"**, in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on leave of absence.
- (4) **"Employee"** means a member of the bargaining unit.
- (5) **"Employer"** means the Interior Indian Friendship Society.



- (6) **"Layoff"** includes a reduction in hours for full-time employees or a cessation of employment as a result of a reduction in the amount of work required to be done by the Employer and where, should work become available, employees will be recalled in accordance with Article 13 of this Agreement.
- (7) **"Leave of absence with pay"** means to be absent from duty with permission and with pay.
- (8) **"Leave of absence without pay"** means to be absent from duty with permission but without pay.
- (9) **"Pay"** means rate of compensation for the job.
- (10) **"Resignation"** means a voluntary notice by the employee that she is terminating her service on the date specified.
- (11) **"Rest period"** is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (12) **"Spouse"** or **"partner"** means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with the employee for a period of twelve (12) months or more.
- (13) **"Technological change"** means the introduction by an Employer of a change in its work, undertaking or business, or a change in its equipment or material from that equipment or material previously used by the Employer in that work, undertaking or business which results in layoff.
- (14) **"Termination"** is the separation of an employee from the Society for cause pursuant to Articles 10 and 11 of this Agreement.
- (15) **"Travel status"** means an employee's business-related absence from the employee's geographic location with the approval of the Employer.
- (16) **"Union"** means the B.C. Government and Service Employees' Union.
- (17) **"Workday"** is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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 this Agreement, the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Use of Terms

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

### 1.4 Human Rights Legislation

The Parties hereto subscribe to the principles of the Human Rights legislation of both British Columbia and Canada. It is acknowledged that, in accordance with Section 42 of the British Columbia Human

Rights **Code**, the Employer may give preference to Aboriginal Peoples with respect to its hiring and promotional practices.

### 1.5 Sexual and Personal Harassment

Sexual and personal harassment violate the fundamental rights, dignity and integrity of agency personnel. The Union and the Employer recognize the right of employees to work and to be treated fairly in an environment free from sexual and personal harassment.

(a) **"Sexual harassment"** is defined as:

- (1) Sexual harassment is any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.
- (2) Sexual harassment may include unwanted physical contact, sexual advances, requests for sexual favours, suggestive or offensive comments or gestures emphasizing sexuality, sexual identity, or sexual orientation, or displaying sexually exploitive centrefolds and pin-ups in the workplace.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

(b) **"Personal harassment"** is defined as:

- (1) harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights **Code** of British Columbia or for sexual orientation. These include age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status or conviction of an offence for which a pardon was granted;
- (2) deliberate and hurtful gestures, comments, questions, representations or other behaviours that are directed at, and ought reasonably to be known to be unwelcome, by the recipient.

Harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

(c) **Procedures:**

- (1) **An** employee who wishes to pursue a concern arising from alleged sexual or personal harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Executive Director. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (2) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be permitted to attend, participate in, and be entitled to independent Union representation at any meeting in which she is to be interviewed in relation to the complaint or at any hearing convened under this clause.
- (3) The Executive Director or her designate shall investigate the complaint and shall within thirty (30) days of receipt of the complaint provide recommendations and/or give such orders as may be necessary to resolve the issue.
- (4) Where the complaint is determined to be of a frivolous, vindictive, or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Articles 8 and 9.
- (5) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary. The employee alleging harassment may request discontinued contact with the alleged harasser and such shall be arranged

by the Employer subject to reasonable logistics and operational requirements pending determination of the complaint.

(d) Where either Party to the proceeding is not satisfied with the Executive Director's response, the unresolved complaint may, within thirty (30) days, be submitted by the Union to Step 3 of the grievance procedure.

(e) This Clause does not preclude an employee from filing a complaint under Section 8 of the Human Rights Code of British Columbia, however, an employee shall not be entitled to duplication of process. An employee making a complaint of harassment must choose to direct a complaint to either the B.C. Council of Human Rights or to the process set out in this Clause.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

(a) The "*bargaining unit*" shall comprise all employees as described in the certificate issued by the Labour Relations Board of B.C. on September 12, 1997 excluding the Executive Director, Toko Aboriginal Health Council Coordinator, Administrator, two Bookkeepers and the Administrative Assistant.

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within thirty (30) days of the notification either Party may refer the matter to the Labour Relations Board for a final and binding determination.

### 2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification, issued by the Labour Relations Board on September 12, 1997, applies.

### 2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent by facsimile to the local BCGEU office. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the local BCGEU office within five (5) workdays. The foregoing shall include, but not necessarily be limited to, letters of appointment (including salary rate), letters of expectation or discipline, letters of resignation and notification of redundancy or layoff.

### 2.4 No Other Agreement

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

### 2.5 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 or client.

### 2.6 Stewards and Leave for Stewards' Duties

(a) The Employer recognizes the Union's right to appoint up to three (3) stewards. The Union shall notify the Employer, in writing, of such appointments. Union stewards shall attend to their Union

duties so as not to unreasonably interfere with the performance of their duties as an employee. The Union steward shall obtain the permission of the Union steward's immediate supervisor prior to leaving the workstation. Such permission shall not be unreasonably withheld. Upon the resumption of normal duties, the Union steward shall notify the immediate supervisor.

(b) Providing that there shall be no undue disruption of work, paid leave, with prior permission of the Employer, may be granted for:

- (1) the investigation of grievances and assisting an employee who the Union steward represents in presenting a grievance in accordance with Article 8 of this Agreement;
- (2) attending meetings called by the Employer.

## **2.7 Bulletin Boards**

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

## **2.8 Union Insignia**

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

## **2.9 Right to Refuse to Cross Picket Lines**

- (a) All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. 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.
- (c) The Employer agrees that it shall not request or require or direct employees to perform work in progress that would normally be carried out by those on strike or locked out.

## **2.10 Time Off for Union Business**

- (a) Without Pay: Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee, and to carry on negotiations with the Employer;
  - (4) to employees subpoenaed to appear as witnesses before an Arbitration Board or the Labour Relations Board;
- (b) With Pay: Leave of absence with pay and without loss of seniority will be granted:
  - (1) to stewards or their alternates, to perform their duties pursuant to Clause 2.6;
  - (2) to employees who are representatives of the Union on the Labour-Management Committee pursuant to Clause 7.6.

- (c) (1) Employees requesting leaves of absence shall obtain the authorization of the Employer and provide as much notice as possible prior to the commencement of leave. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (2) To facilitate the administration of this section, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs within a reasonable time.

### **ARTICLE 3 - UNION SECURITY**

#### **3.1 Union Membership**

- (a) All employees in the bargaining unit who on September 12, 1997, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 17 of the Labour Relations Code of B.C.)
- (b) All employees hired on or after September 12, 1997 shall, as a condition of continued employment, become members of the Union and maintain such membership upon completion of thirty (30) days as an employee (subject only to the provisions of Section 17 of the Labour Relations Code of B.C.).
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to September 12, 1997 to become a member of the Union.

#### **3.2 Work-Related Duties Only**

Employees shall not be required or asked to perform duties which are not related to the Employer's business.

#### **3.3 Bargaining Unit Work**

The involvement of excluded employees in services provided by the bargaining unit shall not result in a reduction in bargaining unit positions.

#### **3.4 Volunteers**

The Union recognizes that the Society is a community-based, non-profit organization and that community members and employees have traditionally volunteered to participate in the Society's activities. Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Society to accomplish its mission, fulfil its mandate and achieve its objectives. The Employer agrees that no employees shall have their scheduled hours reduced or shall be laid off as a direct result of the Employer engaging the services of a volunteer.

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

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made during each pay period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (d) All deductions shall be remitted to the President of the Union monthly and the Employer shall also provide the following information: Social Insurance Number, employee name, classification, gross pay, dues.
- (e) Before the Employer is obliged to deduct any amount under section (a) or (b) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary any amount assessed by the Union.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes indicating the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

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

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason the Union shall print sufficient copies of the Agreement to enable the Employer to provide a copy to all current and future employees pursuant to section (b) below.
- (b) The Employer agrees to provide new employees with a copy of the Collective Agreement and acquaint them 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 her Union steward. Whenever the steward is employed in the same office area as the new employee, the employee's immediate supervisor will introduce her to her steward. The Employer agrees that a Union steward will be given an opportunity to interview, in person, each new employee, within regular working hours without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. The steward will be advised of the names of all new employees.
- (c) Employees are expected to conduct themselves in a manner that is acceptable to the type of activities carried out by the Interior Indian Friendship Society with regard to behaviour and relationships with the public. Employees are also expected to perform their duties efficiently and punctually.

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

- (a) The Union agrees that the management, operation and direction of its workforce, 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.
- (b) The Employer may conduct its business in all respects in accordance with the commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency.
- (c) 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 employee or group of employees shall undertake to represent the Union at meetings with the Employer without the **written** authorization of the Union. To implement this, the Union shall supply the Employer, **in writing**, with the names of its Union stewards, Local Executive and Area Staff Representatives, and, similarly, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### 7.2 Union Bargaining Committee

A Union Bargaining Committee shall consist of up to three (3) members of the bargaining unit, plus the President of the Union (or designate).

### 7.3 Access to Employer Premises

Union representatives shall be permitted entry to the Employer's facility, but only on approval from an Employer's representative, in order to carry out business related to the Collective Agreement. The Union representatives will not interfere with the employees during working hours unless permission is granted by the Employer's representative, who may accompany the Union representative.

### 7.4 Technical Information

The Employer agrees to provide to the Union non-confidential information relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### 7.5 Strike or Lockouts

The Parties to this Agreement agree that there shall be no strikes or lockouts for the duration of this Agreement.

### 7.6 Labour-Management Committee

- (a) The Labour-Management Committee will be established, composed of up to three (3) employees appointed by the Union and up to three (3) representatives of the Employer. The Committee may call upon additional persons for technical information or advice, however, not more than one (1) employee at any one time may be utilized in this manner without the agreement of the Employer's representatives.
- (b) Meetings of the Committee will be **held, at minimum on a quarterly basis, at** a mutually agreeable time, and shall not interfere with the operational requirements of the facility; however, Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee Members attending meetings held on their days of rest or outside their regularly-scheduled hours of work shall not be considered time worked, but such Committee Members shall receive equivalent time off at straight-time.
- (c) The Parties shall co-chair meetings of the Committee.
- (d) The Committee shall have the power to make recommendations to the Parties on the following:
  - (1) review matters, other than grievances, relating to the maintenance of good relations between the Parties;
  - (2) correcting conditions causing grievances and/or misunderstandings;
  - (3) continuing to support a Collective Agreement that embraces cultural values;
  - (4) dealing with matters referred to it in this Agreement;
  - (5) sharing of information regarding current issues, trends and policies.



### 7.7 Conflict of Interest

There shall be no restriction upon the right of an employee to engage in private counselling or consultant work, for remuneration, outside of her position with the Employer, unless the Employer can demonstrate that a conflict of interest or duty exists. No employee shall engage in private counselling or consultant work or outside employment which will interfere with the efficient performance of the employee's duties or responsibilities or which will occupy time during her working hours; neither shall outside employment involve the performance of duties which the employee should perform as part of her employment.

Any such outside employment shall be disclosed to the Executive Director and where concerns exist the Executive Director shall notify the employee within thirty (30) days of disclosure.

### 7.8 Board Meetings

In order to enhance effective communication and to increase employees' accessibility to the Board, the Employer encourages employees to attend each Board meeting. Where employees are required to attend Board meetings such time shall be considered time worked.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
  - (1) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration;
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article and an earnest effort shall be made to settle the dispute.
- (c) Where the aggrieved employee is a steward she shall not, where possible, act as a steward in respect of her own grievance but shall submit the grievance through another steward or Union Staff Representative.

### 8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the employee's immediate supervisor. The aggrieved employee shall have the right to have her Union steward present at such a discussion. Where the dispute is resolved at Step 1, the settlement will be deemed to be on a without prejudice or precedent basis. 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. **The time limits in this first step are concurrent with the time limit requirements of Step 2 below, and may be amended as per Clause 8.14.**

### 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 Clause 8.4 must do so no later than fourteen (14) days after the date:

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



#### 8.4 Step 2

Subject to the time limits in Clause 8.3 the employee may present a grievance at this level by:

- (a) recording her grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) transmitting the grievance through the Union steward to the Executive Director who will provide the employee with a receipt stating the date on which the grievance was received.

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

The **General Manager (or designate)** shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2. Such reply shall be provided to the local Staff Representative of the Union.

#### 8.6 Step 3

Failing satisfactory settlement, the President of the Union (or designate) may present a grievance at Step 3 to the Board's Personnel Committee:

- (a) within fourteen (14) days of receipt of the Employer's reply at Step 2, or
- (b) within fourteen (14) days after the Employer's Step 2 reply was due.

**The Employer shall provide the Union with the names of individuals on the Board's Personnel Committee and update same should its designates change.**

#### 8.7 Time Limit to Reply at Step 3

The Board's Personnel Committee shall reply in writing to the local Staff Representative within fourteen (14) days of receipt of the Union's Step 3 presentation.

#### 8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President of the Union (or designate) may inform the Employer of the Union's intention to submit the dispute to arbitration within twenty-one (21) days after the Personnel Committee's decision has been received, or within twenty-one (21) days after the Personnel Committee's decision was due.

#### 8.9 Administrative Provisions

- (a) Grievance presentations, replies and notification to arbitrate shall be delivered by hand or by facsimile transmission.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they were delivered or faxed to the appropriate office of the Employer or the Union.
- (c) An employee shall be permitted the necessary time off without loss of pay, benefits or seniority to participate in the formal grievance procedure and may be present at any Step in the grievance procedure. The Parties agree to be expeditious in the conduct of grievance meetings.

#### 8.10 Demotion, Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be submitted directly to arbitration, with a copy to the Executive Director, within fourteen (14) days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension and/or demotion, the grievance may commence at Step 3 of the grievance procedure within fourteen (14) days of the date on which the demotion or suspension occurred, or within fourteen (14) days of the employee receiving notice of same.

#### **8.11 Deviation from Grievance Procedure**

(a) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance whether directly or indirectly, with the aggrieved employee without the consent of the Union.

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

#### **8.12 Policy Grievance**

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 Employer or the Union, as the case may be, within sixty (60) days of occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration as set out in Article 9 of this Agreement.

#### **8.13 Technical Objections to Grievances**

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

#### **8.14 Amending of Time Limits**

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

#### **8.15 Statement of Facts**

Both Parties agree to create an agreed upon statement of facts prior to arbitration.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within twenty-one (21) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

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

For the purposes of this Collective Agreement, the persons named in Memorandum of Agreement 2 shall act as single arbitrators and, depending upon availability, shall be assigned in sequence, commencing with the first arbitrator named. The Parties agree to give preference to qualified aboriginal peoples. The list of arbitrators may be amended by the Parties, by mutual agreement, at any time.

### **9.3 Failure to Appoint**

If, within fourteen (14) days, the Parties fail to agree upon the arbitrator to be utilized, the appointment shall be made by the Labour Relations Board of B.C. pursuant to Section 86 of the Labour Relations Code.

### **9.4 Board Procedure**

The Board may determine its own procedure in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all Parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

### **9.5 Decision of 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 dismissal 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.

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

Each Party shall pay one-half (½) the fees and expenses of the arbitrator and each of the Parties shall bear the cost of their own representatives and witnesses.

### **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, suspension and dismissal, the burden of proof of just cause in any arbitration hearing or grievance procedure as outlined herein shall rest with the Employer.

### **10.2 Suspension and Dismissal**

The Executive Director (or designate) may suspend or dismiss any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal and a copy shall be sent to the President of the Union (or designate) within five (5) days of the action being taken.

Where an employee has been suspended pending investigation of her conduct, the Employer will make every reasonable effort to complete its investigation and make a decision within forty-five (45) calendar days of the commencement of the suspension.

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

Disciplinary action grievable by the employee shall include written warnings, letters of reprimand, adverse reports or adverse performance appraisals. An employee shall be given a copy of any document placed on the employee's file. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

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 Employee Appraisal Forms**

- (a) The Employer acknowledges that a formal appraisal of an employee's performance shall deal solely with work performance issues.
- (b) The purpose of this appraisal shall be to identify goals and objectives for the employee and to assist the employee in obtaining those objectives.
- (c) All formal appraisals shall be recorded on a standard evaluation form.
- (d) During the probationary period, the Employer shall undertake a three (3) month performance review and a formal appraisal at the conclusion of the probationary period. Throughout the probationary period the Employer undertakes to advise of any shortcomings that become evident. The probationary period may be extended by agreement between the employee, the Employer and the Union.
- (e) Except as provided in section (d) above, the Employer shall not carry out a formal appraisal of an employee more often than once every twelve (12) months or such shorter period of time as the Parties may mutually agree upon.
- (f) Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this appraisal at time of signing.

#### **10.5 Personnel File**

An employee, or the President of the Union (or designate) with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President of the Union (or designate), as the case may be, shall give the Employer adequate notice prior to having access to such file(s). Should an employee dispute an entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

#### **10.6 Right to Have Union Steward Present**

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

#### **10.7 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive workdays without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee

shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **10.8 Rejection During Probation**

The Employer may reject any probationary employee for just cause. Any rejection during probation shall not be considered a dismissal for the purpose of Clause 10.2 of this Agreement. Subject to the requirements of Clause 10.4, the test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment. The probationary period shall not normally exceed an employee's initial six (6) calendar months of employment.

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

### **10.9 Indemnity**

The Employer will continue to provide comprehensive general liability coverage which will include coverage for employees while acting within the course of the reasonable execution of their duties as employees.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this Agreement, "*service seniority*" shall be defined as the length of continuous service as an employee of the Interior Indian Friendship Society, and shall include continuous service with the Employer prior to the certification or recognition of the Union.

### **11.2 Seniority List**

(a) The Employer shall maintain a service seniority list showing the date each employee commenced employment with the Employer. An up-to-date service seniority list shall be provided to the Union stewards and sent to the Kamloops Area Office of the BCGEU on April 1st and October 1st of each calendar year.

(b) The service seniority list shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted service seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.

### **11.3 Same Service Seniority Date**

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

### **11.4 Maintenance of Service Seniority**

(a) An employee on leave of absence without pay, other than leave for an elected or appointed position in the Union, or leave granted under Article 20, shall only accrue up to twenty-five (25) days of service seniority where the leave of absence or accumulation of unpaid leaves of absence exceeds twenty-five (25) workdays in a calendar year.

(b) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what she would have earned had she not been absent and been able to work.

(c) An employee who, pursuant to Clause 2.10(a)(2), is on a leave of absence without pay in an elected or appointed position of the Union shall continue to accrue service seniority for up to one (1) year during the leave period. Upon the expiry of such leave or such alternate date as may be agreed upon, the employee may return to her former position, if it continues to be funded, and any other regular employee affected by the rearrangement of positions shall be returned to her former position without loss of seniority.

(d) An employee shall lose her service seniority in the event that:

- (1) she is discharged for just cause;
- (2) she is on layoff for more than one (1) year;
- (3) she is promoted to an excluded position for more than one (1) year;
- (4) she has abandoned her position as outlined in Clause 10.7;
- (5) subject to Clause 11.5, she voluntarily terminates her employment or abandons her position.

### 11.5 Re-employment

An employee who resigns her position, and within sixty (60) days after the effective date on her letter of resignation is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

### 11.6 Bridging of Service

If an employee terminates as a result of a decision to care for a parent, spouse or child, and is re-employed, upon application, she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

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

A former employee who meets the conditions outlined above will have in-service status when applying for re-employment and the provisions of section (d) above shall apply once confirmed as the successful applicant. Such an individual shall not be considered an employee, for the purposes of this Agreement, until she commences re-employment.

## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Job Postings

- (a) When a new position is created or when a vacancy occurs which is more than three (3) months in duration, the Society will post notice of the position on all bulletin boards for a minimum of seven (7) calendar days so that all employees will know about the vacancy or new position.
- (b) The Employer agrees that recruitment of external candidates shall only occur in situations where there are no bargaining unit applicants or employees covered by the provisions of Clause 13.6 who meet the qualifications contained in the posting.
- (c) The Employer agrees that the process of recruitment for vacated positions shall be undertaken as expeditiously as possible following receipt of notice of resignation. The Employer agrees that, other

than in exceptional circumstances, recruitment procedures should be completed within a time frame of four (4) weeks following notification of the incumbent's pending resignation.

(d) Having regard for the nature of the position to be filled, the Employer shall ensure that all employees receive an appropriate orientation upon initial hire or upon transfer or promotion. Such orientation shall be a minimum of two (2) days in duration and shall include an overview of the program, Employer policies, administrative requirements of the position, lines of reporting, safety protocols, familiarization with equipment used in the performance of duties as well as information pertaining to ongoing supervision.

## 12.2 Information in Posting

The notice of posting shall contain the following: nature of position; qualifications; required knowledge and education; skills; whether shift work is involved; wage or salary rate or range; where applicable, specific location; whether use of a personal vehicle is required in the performance of the position. Such qualifications shall be consistent with funding requirements, and but shall not be established in an arbitrary or discriminatory manner.

## 12.3 Role of Service Seniority in Promotions and Transfers

Both Parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunities should normally increase in proportion to length of service.

Therefore, where two (2) or more applicants have education, qualifications, and/or abilities, and experience which are relatively equal, the applicant with the greater service seniority shall be awarded the position, promotion, and/or transfer.

## 12.4 Leave to Attend Interview

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with pay to attend the interview. An employee granted leave under this clause shall notify her supervisor as soon as she is notified of her requirement to appear for an interview.

## 12.5 Notification

The successful applicant shall be notified within seven (7) calendar days following the Employer's decision. The Union and unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant.

## 12.6 Right to Grieve

An employee may grieve a job posting decision pursuant to Article 8, Step 2.

## 12.7 Trial Period

- (a) The successful applicant shall be placed on trial for a period of three (3) months. 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, she shall be returned to her former position and wage or salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to her former position and wage or salary rate, without loss of seniority.
- (b) Both Parties acknowledge that there is a distinction between the probationary period and the trial period.

## 12.8 Temporary Appointments

Upon completion of a temporary position assignment, the successful applicant shall be returned to her former position and wage or salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to her former position and wage or salary rate, without loss of seniority. Where the assignment was filled by a new employee, that employee shall be laid off in accordance with Article 13.

## 12.9 Workload and Vacancy Coverage

Both Parties agree that the delivery of quality services is a mutual commitment and a shared objective.

Where operational concerns or workload issues arise it is agreed that it is in the best interest of both Parties to adopt a problem-solving approach through referral of the matter to the Labour-Management Committee for recommendations. If the Labour-Management Committee is unable to resolve the concerns, the issue(s) shall be referred to the bargaining principals and a meeting will be convened at the call of either Party.

## ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE

### 13.1 Primary Recognition

This Article shall not interfere with the right of the Employer to manage its staffing levels consistent with programming priorities established to meet the needs of the Aboriginal peoples it serves. The Parties recognize that the Society is a non-profit agency financially dependent upon its funders and its own efforts to achieve a measure of economic self-sufficiency, accordingly:

- (a) The Parties recognize the value of maintaining ongoing communications and consultation concerning funding issues and changes in programming priorities, where such issues may affect the security of employment of members of the bargaining unit.
- (b) The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many employees as possible from loss of employment.
- (c) The Parties agree that voluntary solutions to problems and adjustments to staffing levels which arise from restructuring are the best ones and the Parties will make reasonable efforts to achieve them.
- (d) At all times it is agreed that the Employer has authority to make staffing decisions subject to the provisions of the Collective Agreement.

### 13.2 Enhanced Consultation

- (a) The Employer shall provide the Union with as much notice as possible of any proposed labour adjustment initiative, which results in a staff reduction, in accordance with the general principles of enhanced consultation. The written notice will provide the following information:
  - (1) the anticipated date(s) on which the Employer plans to effect change(s);
  - (2) the location(s) and number(s) of employees likely to be directly affected;
  - (3) the nature of the change(s), including copies of correspondence from a funder to the Employer which gives rise to the proposed staff reduction(s).
- (b) The Parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising there from may be accommodated with a view to minimizing the disruption to the bargaining unit. Specifically, the Parties shall use reasonable efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.



(c) In their deliberations, the Parties shall give consideration to alternatives to the proposed measure(s) consistent with the Society's overall mandate of delivering quality services to its clients and the mutual goals of the Parties.

(d) The Parties will cooperate in the spirit of this Agreement to facilitate, where possible, interim job placement solutions by means of relief assignments pending more permanent solutions.

### **13.3 Job Training**

At the request of either the Employer or the Union, the Parties shall meet in accordance with Clause 7.6 (Labour-Management Committee) for the following purposes:

- (a) planning training programs for those employees affected by technological change;
- (b) planning training programs for those employees affected by new methods of operation.

Whenever reasonable, the Parties shall seek the assistance of external training resources such as local or regional programs offered to the Aboriginal community and necessary for the appropriate cultural content relevant to the Society's work, the Federal Department of Employment and Immigration and Provincial Ministry of Labour and Consumer Services, or other recognized training institutions. The Parties agree that costs associated with training outlined in (a) above shall not normally exceed ten percent (10%) of the gross annual salary of each affected employee.

### **13.4 Process - Reduction and Restructuring**

(a) In the event of reduction resulting from any labour adjustment, technological change, or downsizing initiative, the Labour-Management Committee will canvass the bargaining unit, by means of a notification process, to see the degree to which necessary reductions and labour adjustment can be accomplished on a voluntary basis.

(b) The Labour-Management Committee will consider reasonable and available alternatives to layoff, including the reassignment of case work or other deployment possibilities within the bargaining unit. The Labour-Management Committee shall consider the following factors in determining the viability of alternatives to layoff:

- (1) the qualifications of employees and those qualifications required for the work which will remain after the labour adjustment;
- (2) the quality of services to clients will not be unduly compromised;
- (3) the rearrangement of positions does not jeopardize the viability of other programs;
- (4) the timing of the reassignment of work accommodates sensitive client services currently in progress.

(c) The canvassing process must be completed within five (5) workdays of the Labour-Management Committee issuing notification to the bargaining unit. Such time may only be extended by the mutual agreement of the Labour-Management Committee.

(d) In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered after further discussion between the Parties.

(e) Failing voluntary resolution, employees shall be laid off in seniority order within the specific program that has experienced the funding reduction, provided those employees that remain in the program meet the qualification requirements necessary to perform the available work.

(f) The Employer shall then issue layoff notices in accordance with Clause 13.5.

- (g) The laid-off employees shall then, in seniority order, have the option to claim either short-term or other vacancies or exercise displacement rights for those short-term positions for which the laid-off employee is qualified to perform following a period of familiarization not to exceed five (5) workdays.
- (h) Where there is no displacement option or other voluntary arrangement then the employee will be placed on the recall list pursuant to Clause 13.6.

### 13.5 Layoff Notice

- (a) The Employer shall give employees the following written notice of layoff or pay in lieu of notice:
  - (1) one (1) week's notice after three (3) consecutive months of employment;
  - (2) two (2) weeks' notice after twelve (12) consecutive months of employment;
  - (3) three (3) weeks' notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.
- (b) A copy of such notice shall be forwarded to the local Area Staff Representative.
- (c) Following notice of layoff, employees so affected who are seeking alternate employment shall receive leave with pay to attend job interviews subject to operational requirements.

### 13.6 Retention of Seniority and Recall

- (a) Employees on layoff shall be eligible, for a period of twelve (12) months, to be recalled in order of service seniority to fill vacancies in any program provided such employees meet the qualifications necessary and/or possess the equivalent skills and abilities to perform the available work following a period of familiarization not to exceed five (5) workdays.
- (b) Employees on layoff, who are recalled to a position at their former status and who do not return to work within seven (7) days, will be deemed to have resigned.
- (c) Recall to a position at an employee's "*former status*" is defined as follows:
  - (1) in the case of a full-time employee on layoff, the offer shall be that of a full-time position at her former salary rate;
  - (2) in the case of a part-time employee on layoff, the offer shall be that of a part-time position that provides comparable hours of work to the employee's former position at her former rate of pay.
- (d) It shall be the responsibility of the employee on the recall list to keep the Employer informed of her current address.
- (e) Notice of recall shall be made by telephone or, if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy of the letter shall be sent to the President of the Union (or designate). The notice shall be deemed to be received in accordance with the Employment Standards Act.

### 13.7 No New Employees

No new employees shall be hired until the recall process in Clause 13.6 has been completed.

### 13.8 Continuation of Benefits

The right of laid-off employees to benefits under this Agreement shall continue until the end of the month following the month in which the layoff occurs. In the event of a longer layoff, employees affected shall have the right to continue coverage by making direct and full payments to the Employer subject to carrier approval.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Normal Workweek

The normal workweek for employees shall consist of no more than five (5) consecutive days from Monday to Friday inclusive. The hours of work, including meal periods and paid holidays, will be equivalent to an average of thirty-seven and one-half (37½) hours per week for all employees.

### 14.2 Regular Workday

- (a) The regular workday for all employees shall be seven and one-half (7½) hours per day including a paid one-half (½) hour meal period.
- (b) Staff meetings will be included in the computation of hours worked, however employees may volunteer to attend Society functions and will not be compensated in those instances.
- (c) Other than in the case of an employee specifically hired to perform split shifts, an employee shall have the right to refuse to work split shifts. Where an employee has been hired into a position that requires split shift work, the Employer shall ensure that:

- (1) no shift of less than six (6) hours may be split;
- (2) no shift may be split more than once;
- (3) no part of a split shift shall be less than two (2) hours, and
- (4) all split shifts must be completed within a twelve (12) hour period.

### 14.3 Notice of Work Schedules

In the event that an employee's work schedule or shift must be adjusted to accommodate attendance at a special function, the Employer agrees to provide five (5) workdays' notice unless waived by mutual agreement. Days off before and after an employee is changed to the interim schedule shall be scheduled to ensure that the hours worked are equal to those set out in Clause 14.1 and that days of rest are consecutive.

### 14.4 Rest Period

- (a) All employees shall have two fifteen (15) minute rest periods away from their work stations in each work period in excess of five (5) hours, one rest period to be granted before and one after the meal period. Rest periods shall not begin earlier than one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.
- (b) Where an employee is unable to take a rest period [fifteen (15) minutes a.m. and p.m.] due to circumstances which require her to continue in the performance of her duties she must advise her supervisor that day. Arrangements may be made by mutual agreement pursuant to Clause 14.6 to offset the extra time worked.

### 14.5 Meal Periods

A meal period consisting of one-half (½) hour paid and one-half (½) hour unpaid shall be scheduled as close as possible to the middle of any regular shift.

### 14.6 Flexitime

Notwithstanding Clauses 14.1 and 14.2, the Employer and the Union recognize that certain employees have responsibilities which require them to regularly travel outside their headquarters area or to regularly conduct or attend workshops, court sessions, or other such meetings or events which require their participation outside of normal working hours. For the purpose of this Agreement, "*flexitime*" means hours worked by employees who are given authority by the Employer to choose their start and finish times, the length of their workday and days off, for the purpose of providing flexible and accessible

service to clients. The Parties therefore agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible consistent with the welfare of the employees concerned and consistent with the following provisions:

- (a) Subject to Article 15, and by mutual agreement, employees shall work seventy-five (75) hours in any fourteen (14) calendar day period.
- (b) The regular workday shall consist of no more than ten (10) hours per day including travel time.
- (c) Full-time employees shall perform work on at least four (4) days in any calendar week.
- (d) Regular hours worked shall not exceed seventy-five (75) in a fourteen (14) calendar day period.
- (e) Hours worked in excess of ten (10) per day or seventy-five (75) in a fourteen (14) calendar day period shall be considered overtime and compensated accordingly.
- (f) Where employees covered by this clause are required to host consultants, contractors or other non-Employer personnel in the course of their duties, they shall, subject to prior approval of their supervisors, be reimbursed for reasonable expenses upon production of receipts.
- (g) Wherever reasonably possible, the employee will obtain prior approval in advance to work overtime within the terms of this clause as set out in Article 15.

#### **14.7 Work Location**

Every employee covered by this Agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to her designated headquarters, shall be considered as time worked.

#### **14.8 Reporting to Work Location**

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

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definitions**

- (a) **"Overtime"** means work performed by a full-time employee in excess or outside of her regularly-scheduled hours of work.
- (b) **"Straight-time"** 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 two (2) times the straight-time rate.

#### **15.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer;
  - (2) the employee does not control the duration of the overtime worked.
- (b) Where an employee is attending with a client at court or at the hospital on the Employer's business as set out in their job description and the court schedule or hospital procedure(s) extend beyond an employee's regular hours of work, the employee shall use her discretion in working the overtime and the Employer shall be deemed to have authorized the overtime in advance. The employee

shall notify the Employer as soon as is reasonably possible of such time worked and the Employer may request documentation of such overtime.

(c) Where the Employer has not authorized overtime in advance, entitlement may be refused unless upon application to the Executive Director it is deemed appropriate. In cases where overtime entitlement is denied because it was not pre-authorized, entitlement shall be recorded as straight-time and taken as compensatory time off.

(d) Overtime compensation as outlined in this Article shall be in compensatory time off (CTO) at the applicable overtime rate in lieu of overtime pay. Such time will be scheduled at a time mutually agreeable to the employee and the Employer. The Employer shall make every reasonable effort to schedule such time off by mutual agreement within thirty (30) days from it being earned and in any event such time off must be taken prior to the fiscal year end.

### **15.3 Overtime Entitlement**

An employee will be entitled to compensation for authorized overtime in excess of:

- (a) the scheduled daily hours;
- (b) the maximum daily hours for those employees on flextime;
- (c) the agreed averaging period.

### **15.4 Recording of Overtime**

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

### **15.5 Overtime Compensation**

- (a) Overtime worked which has been previously authorized by the Employer shall be compensated at the following rates:
  - (1) time and one-half for the first three (3) hours of overtime on a regularly-scheduled workday;
  - (2) double-time for daily hours worked in excess of subsection (1) above or forty-eight (48) hours in a calendar week;
- (b) Subject to the provisions of Clause 14.6, an employee on travel status who is required to travel on the Employer's business outside her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

### **15.6 Overtime Meal Allowance**

Where employees are away from their office on Employer-approved activities or working long hours not covered by a flextime arrangement, they shall be reimbursed for meals. An employee who is required to start her workday before 0700 hours is entitled to receive the breakfast allowance. An employee who normally works day shift who is required to work later than 1800 hours is entitled to receive the supper allowance. Receipts are not necessary for claims. Meal allowances will be paid in accordance with Clause 24.7.

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

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

### **15.8 Right to Refuse Overtime**

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

**15.9 Overtime for Part-time Employees**

- (a) Part-time employees shall be paid at the rate of straight-time for the hours worked, up to and including the normal hours in the workday of a full-time employee.
- (b) Part-time employees shall be paid at the rate of straight-time for the days so worked, up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of sections (a) and (b) above.

**15.10 Callout Provisions**

An employee who is called back to work by the Employer outside her normally scheduled working hours shall be compensated for a minimum of two (2) hours of overtime at the rate of time and one-half. She shall be compensated from the time she leaves her home to report for duty until the time she arrives back home while proceeding directly to and from work.

**15.11 Child Care Expenses Outside Regular Workday**

- (a) Should an employee be required to be away from home on the Employer's business outside the employee's regular workday, the Employer agrees to pay the costs of receipted child care expenses for the period over and above the regular workday where such expenses are incurred and no one else is in the home to care for the child. Immediate family that reside in the home are ineligible.
- (b) Employees covered by section (a) above shall have a daily limit of twenty-five dollars (\$25) and an annual limit of four hundred dollars (\$400) per employee.

**ARTICLE 16 - PAID HOLIDAYS****16.1 Paid Holidays**

The following have been designated as paid holidays:

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

Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

**16.2 Holidays Falling on Saturday or Sunday**

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

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

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to Clause 16.8.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to section (a) above, she shall be compensated at time and one-half for all hours worked.

**16.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the appropriate overtime rates as outlined in Clause 15.5, plus a day off in lieu of the holiday.

**16.5 Holiday Coinciding with a Day of Vacation**

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

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

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

**16.7 Paid Holiday Pay**

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

**16.8 Scheduling Lieu Days**

- (a) Days off in lieu of paid holidays shall be scheduled by mutual agreement at the local level and taken within thirty (30) days following the paid holiday.
- (b) If the lieu day is not taken within the thirty (30) days, it shall be immediately scheduled on the vacation roster.

**16.9 Other Religious or Spiritual Observances**

- (a) Employees who practise non-Christian religions or Aboriginal Spiritual observances are entitled to reasonable leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule compensatory time off banked pursuant to Clause 15.2(d), unused vacation or lieu days to cover their absence.

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

Regular part-time employees shall receive four point two percent (4.2%) of straight-time pay on each paycheque in lieu of paid days off for statutory holidays.

**ARTICLE 17 - ANNUAL VACATIONS****17.1 Vacation Entitlement**

- (a) Upon employment, and subject to Clause 17.1(c), all full-time employees will be entitled to fifteen (15) days' leave under this Article. Employees will earn but will not be entitled to schedule entitlement described in this clause until they have completed six (6) months of employment.
- (b) In subsequent years of employment, full-time employees shall earn a vacation entitlement of twenty (20) workdays, subject to the additional intermittent entitlements described in Clause 17.1(d) below.

- (c) For the purpose of additional leave entitlement, an employee shall be considered to be in her second vacation year immediately following her first anniversary of employment.
- (d) Each employee in her fifth, tenth, fifteenth, twentieth and twenty-fifth vacation year shall, in addition to her regular vacation entitlement of twenty (20) workdays, receive an additional five (5) days' leave with full pay in each of those years. Such vacation is to be taken within five (5) years of being eligible. (N.B. Regular vacation entitlement of twenty (20) workdays applies during the second to fourth, sixth to ninth, eleventh to fourteenth, sixteenth to nineteenth, twenty-first to twenty-fourth vacation years subject to approved carryover.)
- (e) Where employed part-time or part of the year, the entitlements under this Article shall be prorated.

### **17.2 Prime Time Vacation Period**

Subject to the provisions of this Article and operational requirements, it is the intent of the Parties that no employee shall be restricted in the time of year she chooses to take her vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period May 1st to August 30th inclusive which shall be defined as the "*prime time vacation period*".

### **17.3 Vacation Preference**

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit. Where an employee chooses to split her vacation, her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (b) Regular vacations shall have priority over banked vacation time during the prime time vacation period.

### **17.4 Vacation Relief**

It shall not be the responsibility of the members of the bargaining unit to arrange relief coverage for their respective positions in order for vacation leave to be granted. Where vacation relief is required, the Employer shall give employees the opportunity to substitute in higher-paying positions, provided the employee is qualified to perform the duties of the job and arrange for staff replacement at the lowest paying category.

### **17.5 Scheduled Vacation**

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

### **17.6 Vacation Pay**

Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than her regular position for a majority of her regularly-scheduled hours in the sixty (60) workdays preceding her vacation, in which case she shall receive the higher rate.

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

When an employee is entitled to paid leave in accordance with the provisions of this Agreement, during a vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five (5) workdays of returning to work.



**17.8 Call Back from Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.
- (b) When, during any vacation period an employee is recalled to duty, she shall be reimbursed for all expenses incurred thereby by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining vacation entitlement.

**17.9 Vacation Carryover**

Subject to operational requirements, and in special circumstances, employees may be permitted to bank up to five (5) workdays of vacation and take it in the following year subject to the banked vacation being taken at a time mutually agreed upon.

**17.10 Vacation Credits**

- (a) Employees may borrow a maximum of five (5) days against future earned entitlement, provided the borrowed entitlement is for sick leave or emergency purposes.
- (b) Employees who leave the service of the Employer part way through a calendar year will be paid vacation earned but not used, or the Employer will recover from the employee vacation taken but not earned.

**17.11 Vacation Credits Upon Death**

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

**ARTICLE 18 - SICK LEAVE****18.1 Sick Leave Accrual and Utilization or Payout Upon Death**

- (a) Employees will accumulate sick leave with pay to a maximum of eighteen (18) days **per year** at the rate of one and one-half (1½) days for each month worked. Days absent due to illness will be deducted from any accumulated sick leave days. Under extraordinary circumstances sick leave days may be utilized pursuant to the provisions of Clause 19.6. Pay deductions may be made when there are no remaining accumulated sick leave days.
- (b) Upon reasonable request, an employee shall be provided with an accounting of her sick leave bank utilization and balance. Disputes in this regard may be subject to the grievance procedure.
- (c) Sick pay shall be paid at the employee's current rate of pay on the occasion of each sick day.

**18.2 Proof of Illness**

An employee may be required by the Employer to produce a certificate from a medical practitioner for any illness certifying that such employee is unable to carry out her duties due to illness or non-compensable accident. The Employer may exercise this requirement after the first three (3) days of each incident of sickness or accident or where a pattern of absences emerges.

**18.3 Notification of Absence**

All employees must notify, in **order, their** Team Leader, next, a member of management or next, the receptionist as soon as reasonably possible on the day of absence due to illness. Failure to provide

notification of absence in this manner may result in loss of pay. It shall not be the responsibility of members of the bargaining unit to arrange relief coverage for their respective positions in the event of illness.

#### 18.4 Employee Fitness

- (a) The Employer and the Union recognize, in principle, that physically fit employees are better able to work efficiently, tolerate stress and demonstrate better attendance.
- (b) To encourage physical fitness, the Employer shall reimburse an employee for receipted costs, to a maximum of one hundred dollars (\$100) per year, for membership/attendance fees paid to a physical fitness centre, school of dance, sports team, centre providing yoga classes, etcetera.

### ARTICLE 19 - SPECIAL AND OTHER LEAVE

#### 19.1 Bereavement 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 her regular rate of pay for up to four (4) days and may, in addition, be granted three (3) days' special leave for the purpose of travel related to the death.
- (b) *"Immediate family"* is defined as an employee's parent, former guardian, wife, husband, common-law spouse, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of other close relatives, the employee shall be entitled to one (1) day for the purpose of attending the funeral.
- (d) An employee may request a further period of up to two (2) weeks' leave without pay. Approval for such leave shall not be unreasonably withheld.
- (e) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (f) The Employer may request evidence to substantiate a request for bereavement leave.
- (g) It shall not be the responsibility of members of the bargaining unit to arrange relief coverage for their respective positions in the event of bereavement leave.

#### 19.2 Family Illness

In the case of illness in the immediate family of an employee, as defined in Clause 19.1, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying her supervisor, to utilize up to three (3) days per calendar year from their sick leave bank for this purpose.

#### 19.3 Leave for Court Appearances

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

(d) Upon prior approval, time spent at court by an employee in her official capacity shall be at her regular rate of pay.

#### 19.4 Conferences and Seminars

(a) The Employer recognizes the benefits of having employees attend conferences and seminars of a specialized nature in their respective fields. To this end, if prior approval is received, the Employer agrees to pay all reasonable expenses for an employee to attend a conference or seminar.

(b) Where an employee is operating, or will be required to operate, technical equipment or use new methods during the course of her duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval of her application by the Employer. Employees shall not suffer loss of regular salary as a result of such attendance.

(c) An employee may be granted leave without pay, leave with pay or leave with partial pay to take work-related courses to which the employee wishes to enrol to acquire the skills necessary to enhance opportunities. To qualify for reimbursement an employee must successfully complete the course within a mutually agreed time frame.

(d) Termination of employment will nullify any outstanding obligation of assistance by the Employer and, should the employee voluntarily terminate her employment for any reason during the six (6) month period following completion of a course granted pursuant to (c) above, the employee shall repay the Employer for all expenses previously reimbursed by the Employer (ie, tuition fees, registration fees and course-required books) on a proportionate basis.

(e) Approval shall be given on a fair and equitable basis, shall be consistent with the needs of the Employer, and shall not be unreasonably withheld.

#### 19.5 General Leave

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

#### 19.6 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly-scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent family members shall be permitted, but where such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 18.1.

(b) In extraordinary circumstances, employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 18.1 the necessary out of area treatment time. On a calendar year basis, an employee shall be eligible for special leave at her regular rate of pay for up to a maximum of three (3) days for travel, to receive medical and dental care at the nearest medical centre for the employee or a dependent family member. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

### ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

#### 20.1 Maternity, Parental, Adoption Leave

(a) Upon request an employee will be granted leave of absence, without pay, for the periods specified in the Employment Standards Act, not normally to exceed fifty-two (52) weeks.

- (b) The period of maternity leave without pay shall commence six (6) weeks before the expected date of confinement.
- (c) The Employer shall, upon the request of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) On return from maternity, parental or adoption leave an employee shall be placed in his/her former position or in a position of equal rank and salary.
- (e) An employee on maternity, parental or adoption leave shall notify the Employer two (2) weeks prior to the expiration of the maternity, parental or adoption leave of the date when the employee shall be returning to work. If no notification is given, the employee shall be deemed to have abandoned his/her position.

## 20.2 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay for up to **one (1) year** following the adoption of a child. The employee shall have to furnish proof of adoption.

## 20.3 Seniority Rights and Benefit Entitlements

- (a) An employee who returns to work after the expiration of her maternity, parental, or adoption leave shall retain service credits and seniority rights accumulated prior to the maternity, parental, or adoption leave and shall be credited with seniority for the period of time covered by Clause 20.1.
- (b) In accordance with the Employment Standards Act, the services of an employee who is absent from work in accordance with this Article shall be deemed continuous for the purposes of calculating annual vacation entitlements and all health and welfare plans beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee were not absent where:
  - (1) the Employer pays the total cost of the plan, or
  - (2) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Employer and employee.

If an employee fails to return to work, the Employer will be reimbursed for monies paid under this section. Vacation entitlement earned but not taken prior to the leave, and vacation entitlement earned during the leave, pursuant to this clause may only be carried over by mutual agreement to the following calendar year. Payment for vacation in any calendar year shall be calculated at the appropriate percentage (based on years of service) of the actual salary earned during that calendar year.

- (c) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

## 20.4 Extension of Maternity Leave

Maternity, parental or adoption leave may be extended pursuant to Part 6 of the Employment Standards Act. Benefits provided under Clause 20.1(e) may be continued provided the employee pays the premiums monthly in advance.

## 20.5 Sick Leave Credits

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

## 20.6 Paternity Leave

A male employee not on leave of absence without pay shall be entitled to one (1) day of special leave at his regular rate of pay for the birth of his child.

## ARTICLE 21 - OCCUPATIONAL SAFETY AND HEALTH

### 21.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act or any other Statute of the Province of British Columbia, pertaining to the working environment, shall be fully complied with. Whenever this Agreement is silent, the regulations shall apply and be considered part of this Agreement. **All accidents must be reported on a WCB form.**

### 21.2 Occupational Safety and Health (OSH) Committee

The Employer and the Union agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. To this end, the Parties agree to establish an Occupational Safety and Health (OSH) Committee composed of a minimum of two (2) representatives of the Employer and two (2) representatives appointed by the Union. The Committee shall meet at regular intervals as determined by the Committee. Where emergency circumstances require immediate attention either Party can request a meeting to deal with the matter. Meetings shall be in accordance with the Industrial Safety & Health Regulations in order to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing the risk of occupational injury and illness. A copy of all minutes of the Committee shall be sent to the Union, Employer and Workers' Compensation Board.

Employees who are representatives of the Committee shall not suffer any loss of basic pay or seniority for the time spent attending a Committee meeting.

The Union and the Employer shall establish mutually agreeable terms of reference by which the Occupational Safety and Health Committee shall operate. Without limiting the establishment of additional terms of reference, such terms of reference shall address:

- (a) occupational safety and health courses;
- (b) unsafe work conditions;
- (c) lighting;
- (d) pollution control and ventilation;
- (e) building security;
- (f) working hazards and working alone;
- (g) communicable disease exposure;
- (h) procedural measures to protect employees against risk of physical violence from clients.

### 21.3 Unsafe Work Conditions

No employee shall be disciplined for refusal to work where the employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health & Safety Regulations.

### 21.4 Investigation of Accidents

Pursuant to **Section 6** of the *Workers' Compensation Board Industrial Health & Safety Regulations*, all accidents shall be investigated jointly by at least one representative designated by the BCGEU, **one designated Union Steward and one** management representative.

### 21.5 Injury Pay Provision

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

## 21.6 Communicable Diseases

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) The OSH Committee will consider, review and make recommendations to the Employer on issues including:
- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
  - (2) post-exposure protocols;
  - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

No employee will be required or directed to work in the Needle Exchange Program if the employee has not had the appropriate training from a qualified individual.

- (c) Officials of the B.C. Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.
- (d) Where officials of the B.C. Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense. Any refusal by an employee to receive vaccination shall be in writing to the General Manager and then shall be added to the employee's personnel file.

## 21.7 Workplace Violence and Aggressive Clients

- (a) It is recognized that employees may be at risk of physical violence or verbal abuse from clients. Where the Employer is aware that a client has a history of aggressive behaviour, the Employer will make such information available to those employees who may be required to provide services to that client. Employees who encounter an unsafe situation involving an aggressive client shall be entitled to seek assistance.
- (b) Where such potential exists employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents.
- (c) The Occupational Safety and Health Committee or on-site Union-designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in section (b) above.
- (d) Critical incident debriefing and post-traumatic support shall be made available for employees. Leave to attend such appointments may be without loss of pay.

## 21.8 Transportation of Accident Victims

Transportation to and from 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. The mode of transportation shall be as per applicable legislation or as directed by a First Aid Attendant or medical practitioner.

## 21.9 Supply and Maintenance of Equipment

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



## ARTICLE 22 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by the Agreement which would result in the laying off of such employees.

## ARTICLE 23 - HEALTH AND WELFARE

### 23.1 Eligibility

All full-time employees who have completed their probationary period will receive Health and Welfare Benefits for themselves and eligible family members as set out in this Article. Cost-sharing arrangements, for the payment of regular premiums, which were in effect as of the date of ratification of this Agreement, shall remain in effect for the term of this Agreement.

### 23.2 Group Life and Accidental Death and Dismemberment

The Employer shall provide coverage for Group Life (regular and optional) as well as Dependant Life Insurance and Accidental Death and Dismemberment Benefits, as set out in Policy #G99752 issued by Rice Financial Group.

### 23.3 Long-Term Disability (LTD)

The Employer shall maintain coverage for Long-Term Disability Benefits which provides employees, still suffering from a total disability after a waiting period of seventeen (17) weeks, with Long-Term Disability Benefits equal to sixty-six point six seven percent (66.67%) of income to a maximum benefit amount of five thousand dollars (\$5000) monthly. The particulars of the benefits are set out in Policy #G99752 issued by Rice Financial Group.

### 23.4 Extended Health Care Plan

The Employer shall provide coverage for Extended Health Care as set out in Policy #G0099752 issued by Manulife Financial.

### 23.5 Dental Plan

The Employer shall provide coverage for Dental Care as set out in Policy #G0099752 issued by Manulife Financial.

### 23.6 Health and Welfare Plan Contracts

(a) A copy of the master contracts with the carriers for all Health and Welfare Plans shall be provided to the President of the Union (or designate) and a copy of the benefit booklet summarizing the coverage under the policy numbers above shall be deemed incorporated as Appendix 2 of this Collective Agreement.

(b) In the event of changes in benefit provisions the Labour-Management Committee will be consulted. Where the Employer contracts with alternative benefit carriers or amends its carrier policies during the life of this Agreement, any change or replacement policies shall provide benefit levels which, when considered together, are either equal or superior to existing levels, and will not result in any change to the eligibility provisions for current employees.

(c) The Employer will provide the Union with copies of any change in carrier policies and, subject to (b) above, the replacement policies shall be deemed incorporated into Appendix 2.

### **23.7 Maintenance of Benefits Entitlement**

- (a) A full-time employee on leave of absence without pay can maintain coverage under Article 23, for the duration of her leave, by paying the full cost of the premiums, providing there are no restrictions in the carriers' contracts to the contrary. Other than in the case of leave granted pursuant to Article 20, and subject to Clauses 2.10(a)(2) and 23.7(b), the employee shall be responsible for the full cost of the benefit premiums effective the twenty-sixth (26th) day of the unpaid leave.
- (b) A full-time employee on a claim recognized by the Workers' Compensation Board shall have her benefit premiums maintained and paid by the Employer for a period of up to six (6) months and the employee can maintain coverage for a further six (6) months by paying the full cost of the premiums.
- (c) Full-time employees who do not select to maintain coverage pursuant to Clause 23.7(a) or whose coverage expires under same, who later return to work, shall not have to requalify for coverage, providing that the leave has not exceeded one (1) year or that such does not conflict with the provisions of the carriers' contracts.

### **23.8 Medical Examination**

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

### **23.9 Same Gender Spouse Entitlement**

Same gender partners shall be eligible for spousal coverage under the health and welfare plans pursuant to the terms of the carriers' contracts.

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

### **24.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, subject to Clause 24.5. The rates of pay negotiated by the Parties to this Agreement are recorded in Appendix 1. During the first pay period following ratification the Employer shall provide the Union with written verification of each employee's salary rate and the position's funding source. Thereafter, when new employees are hired, the same information shall be provided within the first thirty (30) days of employment.

### **24.2 Paydays**

- (a) Employees shall be paid biweekly with paydays being every second Friday.
- (b) The distribution of pay stubs shall be done in such a manner that the details of the paycheque shall be confidential.

### **24.3 Substitution Pay**

When an employee is assigned by the Employer and temporarily substitutes in or performs the principal duties of a higher-paying position, she shall receive the rate for the job for the duration of the assignment.

### **24.4 Pay on Temporary Assignment**

Other than in the case of recall, an employee temporarily assigned by the Employer to a position with a rate of pay lower than her regular rate of pay shall maintain her regular rate of pay.



#### 24.5 Reclassification of Position

- (a) An employee shall not have her salary reduced by reason of a change in the classification of her position or placement into another position with a lower maximum salary that is caused other than by the employee.
- (b) She shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving. Thereafter, she shall receive the full negotiated salary increases for her new classification.

#### 24.6 Mileage Allowance

Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties. The mileage allowance shall be forty (40¢) per kilometre.

#### 24.7 Meal Allowance

Employees on travel status away from Kamloops shall be entitled to meal allowances for the time spent away from their headquarters:

Breakfast .....	nine dollars and ninety-five cents (\$9.95);
Lunch .....	ten dollars and twenty-five cents (\$10.25);
Dinner .....	twenty-seven dollars and fifty cents (\$27.50).

#### 24.8 Transportation for Employees

The Employer agrees to pay the cost of taxi transportation of any employee required by the Employer to travel to or from their home during the hours of 9:00 p.m. and 7:00 a.m. where their normal hours do not coincide with these hours. Any employee who does not have her own transportation is responsible for notifying the supervisor of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

#### 24.9 Upgrading Qualifications

Where the Employer requires an employee to upgrade her skills and qualifications, the cost of wages, training, related examinations, and normal living and travel expenses as set out in this Agreement will be borne by the Employer.

#### 24.10 Cash Advance for Travel

Employees required by the Employer to proceed on travel status shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement. Within seven (7) days of their return to work, employees must submit receipts for expenses, other than for meals, incurred in relation to such travel or deductions, to reflect the amount of the advance, may occur during the pay period. Failure to submit receipts within the specified time period will result in the deduction of the amount of the advance from the employee's paycheque with reimbursement only after receipts have been submitted.

#### 24.11 Public and Private Accommodation Allowance

Employees on travel status who require overnight accommodation shall be entitled to one of the following:

- (a) *Public Accommodation Allowance* -- The Employer shall arrange and provide lodging in a hotel, motel or other facility commonly used by the Employer. The employee will be entitled to a single accommodation.

(b) *Private Accommodation Allowance* -- When the employee elects private accommodation in a private domicile, she shall be entitled to reimbursement at the rate of thirteen dollars and fifty cents (\$13.50) per day.

#### **24.12 Incidental Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to an incidental allowance of six dollars (\$6) for every night away.

#### **24.13 Payroll Deductions**

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

#### **24.14 Licencing and Association Membership Costs**

Effective October 1, 2003 employees requiring professional employee memberships will be entitled to annual reimbursement, upon production of evidence, to a maximum of two hundred dollars (\$200) annually and not to be more than one such payment per year.

#### **24.15 Vehicle Insurance**

Effective October 1, 2004, when an employee is required by the Employer to use her vehicle in the course of her duties, the Employer agrees to pay the difference in premiums between "to and from work" insurance and "business use" insurance to a maximum of two hundred dollars (\$200) per year.

### **ARTICLE 25 - JOB DESCRIPTIONS**

(a) The Employer agrees to draw up job descriptions for all existing positions and any new positions for which the Union is the bargaining agent. Such job descriptions shall be consistent with the employees' assigned duties. Updated job descriptions shall be presented to the Union within three (3) months following the ratification of this Agreement and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days of receiving them.

(b) Where written objections have been presented, the Parties will meet with the incumbent(s) of the disputed job(s) and the supervisor(s) of the position(s) in an effort to reach agreement on the duties and scope of the disputed position(s).

(c) If there remains a dispute regarding the job content as reflected in the job description, either Party may refer the matter to arbitration within sixty (60) days of the date upon which the Union was presented with the written job description.

### **ARTICLE 26 - TEMPORARY EMPLOYEES**

#### **26.1 Rate of Pay**

Employees employed on a temporary basis shall be paid at the Level 1, Step 1 rate for the appropriate series as set out in Appendix 1.

#### **26.2 Application of the Agreement**

Temporary employees shall not be entitled to the provisions of Articles 18, 19 and 23, and shall receive vacation pay pursuant to the Employment Standards Act.

### **26.3 Appointment**

A temporary employee shall receive a letter of appointment clearly stating the employment status, rate of pay and expected duration of employment. The Parties agree that for the purposes of this Agreement, a temporary employee is an individual hired to perform work which is less than three (3) months in duration.

### **26.4 Layoff and Recall**

Temporary employees shall receive notice of layoff as set out in the Employment Standards Act. These employees shall be employed for the period specified in their letter of appointment.

### **26.5 Seniority**

Temporary employees who successfully apply for a posted position, and successfully complete probation without a break in service, shall have seniority backdated to their original date of hire.

### **26.6 Restriction on Use**

The Employer agrees that the number of temporary employees will be kept to a minimum so as to ensure that the need for full-time employees is not undermined or compromised.

## **ARTICLE 27 - TERM OF AGREEMENT**

### **27.1 Duration**

This Agreement shall be binding and remain in effect to midnight, **June 30, 2006**.

### **27.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after **February 1, 2006**, but in any event not later than midnight, **February 28, 2006**.
- (b) Where no notice is given by either Party prior to **March 31, 2006**, both Parties shall be deemed to have been given notice under this Article on **March 31, 2006** and thereupon Clause 27.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

### **27.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 27.2, the Parties shall, within ten (10) days after the notice was given, commence collective bargaining.

### **27.4 Changes in Agreement**

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

### **27.5 Agreement to Continue in Force**

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

**27.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification. The Parties agree that the process of ratification shall be completed within ten (10) workdays of the signing of the Memorandum of Settlement. This Agreement was ratified on April 16, 2004.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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

\_\_\_\_\_  
Geri Collins  
Board of Directors

\_\_\_\_\_  
Carol Camille  
Bargaining Committee Member

\_\_\_\_\_  
Delphine Terbasket  
General Manager

\_\_\_\_\_  
Vicki Michaud  
Bargaining Committee Member

\_\_\_\_\_  
Dan Bell  
Western Industrial Relations

\_\_\_\_\_  
Frank N. Anderson  
Staff Representative

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**APPENDIX 1 – RATES OF PAY**

The wages noted below reflect a four point four percent (4.4%) April 1, 2002 wage increase and two point six four percent (2.64%) December 24, 2003 wage for those positions noted with the shading.

<b>POSITION</b>	<b>HOURLY RATE</b>
A/D Secretary	\$11.79
CAPC Coordinator	\$16.96
SAIP Coordinator	\$22.93
Program Director	\$13.33
Nurse	\$23.64
Secretary	\$12.00
Family Youth Worker	\$16.29
Aids Worker	\$15.41
Childcare Worker	\$17.74
Youth Worker	\$15.04
Child Youth Worker	\$14.38
Perinatal Worker	\$20.00
Education Worker	\$19.19
Mental Health Worker	\$20.88
A/D Counsellor	\$18.13
Health Educator	\$18.90
UMAYC Youth Worker	\$18.00
Hygienist	\$30.00
Child Youth Counsellor	\$18.68
Nutritionist	\$31.00
Counsellor	\$17.90

**APPENDIX 2 - BENEFITS SUMMARY PER CLAUSE 23.6**

See Benefits Pamphlet.

**MEMORANDUM OF AGREEMENT 1 – FUNDING INITIATIVES**

The Parties to this Agreement share a desire to jointly work toward securing additional funding in order that members of the bargaining unit achieve rates of pay more closely comparable to other unionized funded agencies. It is agreed that any adjustments to rates of pay in Appendix 1 shall be subject to the receipt of the required funding. To this end the Parties agree as follows:

- (1) In order to provide funders with substantiation of the comparability of bargaining unit work and the services provided by other unionized-funded agencies, the Union agrees to evaluate the current job descriptions under the relevant joint Job Evaluation Plans currently applicable to unionized employees in both the community health and community social services sectors.
- (2) Once the job evaluation results are reviewed and agreed to by IIFS, then the Parties agree to make joint submissions to IIFS funders and/or relevant government officials in order to pursue comparability adjustments for bargaining unit employees. It is understood that where a funded agency rejects the joint submissions then that decisions is not grievable or arbitrable.
- (3) Whenever the job description does not properly reflect the duties, a new job is established or a current job is significantly changed, then Article 25 - Job Descriptions - will be utilized to generate a new job

description and the process in numbers (1) and (2) above will likewise have application. In the interim the Employer shall pay the rate of pay approved under the funder’s contract.

- (4) Where necessary, the Employer will contact the Public Service Employer's Council (PSEC) and shall update the Union on such communications. Further, it shall advise PSEC that the BCGEU is a participant in this joint initiative and that contact between PSEC and the BCGEU is appropriate for funding purposes.
- (5) The Parties agree to make a joint submission to PSEC requesting endorsement of the desired wage scales in line with other negotiated collective agreements in the sector.
- (6) The Parties agrees to employ their best efforts to secure funding increases from its non-provincial funding sources.
- (7) Where a team leader has questions related to budgets, including questions regarding income and/or expenditures, it is agreed that these will be addressed by the Joint Labour-Management Committee.
- (8) Should the Employer receive increased funding for any position pursuant to this Memorandum of Agreement, it shall be distributed to the applicable positions within two (2) weeks and the Union will be notified of the details of the increase.

**SIGNED ON BEHALF OF THE UNION**

**SIGNED ON BEHALF OF THE EMPLOYER**

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

\_\_\_\_\_  
Geri Collins  
Board of Directors

\_\_\_\_\_  
Carol Camille  
Bargaining Committee Member

\_\_\_\_\_  
Delphine Terbasket  
General Manager

\_\_\_\_\_  
Vicki Michaud  
Bargaining Committee Member

\_\_\_\_\_  
Dan Bell  
Western Industrial Relations

\_\_\_\_\_  
Frank N. Anderson  
Staff Representative

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**MEMORANDUM OF AGREEMENT 2 – ARBITRATORS PER CLAUSE 9.2**

The following arbitrators shall serve pursuant to Clause 9.2: Vina Starr, Raymond Philips.

During the life of this Agreement the Parties may mutually agree to such other local Aboriginal arbitrators as may be required.

DATED July 27, 2000.