

COLLECTIVE AGREEMENT

between the

**THE SALVATION ARMY VANCOUVER HARBOUR LIGHT ARC
(ADDICTIONS & REHABILITATION CENTRE)
THE EMPLOYER**

and the

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

Effective to March 31, 2006

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DEFINITIONS

For the purpose of this agreement:

- 1) *Casual Employee* is one who is employed in the following capacities:
 - (a) for relief purposes;
 - (b) temporary workload situations.
- 2) *Employer* means The Salvation Army Vancouver Harbour Light ARC (Addiction & Rehabilitation Centre) **excluding the Cordova Detox.**
- 3) *Job Description* means position description.
- 4) *Leave of Absence With Pay* means to be absent from duty with permission and with pay.
- 5) *Leave of Absence Without Pay* means to be absent from duty with permission but without pay.
- 6) *Regular Full-Time Employee* means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14. A regular full-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
- 7) *Regular Part-Time Employee* means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the Agreement on a pro rata basis, except where otherwise specified.
- 8) *Union* means the Union designated on the certification with the Employer attached to the certification issued from time to time by the Labour Relations Board.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

The agreement establishes processes to assist the Parties in maintaining a co-operative and respectful working relationship and to resolve disagreements in an orderly fashion.

The terms and conditions also reflect the Parties understanding that the worksite provides a therapeutic environment for the clients and that meeting their needs through the provision of uninterrupted, skilful and efficient service is the primary purpose of the employer and its employees.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Rules

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

1.4 Human Rights Act

The Employer and the Union subscribe to the principles of the Human Rights Act of British Columbia (SBC Chapter 22, assented to 1984, as amended).

1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.
- (b) The Parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (c) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose, toward an individual or individuals by the employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Act of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment.
- (d) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.
- (e) This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.
- (f) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or resident contact, provided the acts are committed within the course of the employment relationship.
- (g) The Employer agrees to maintain **the Salvation Army territorial headquarters' *Personnel Policy on Employment-related Harassment* (revised 9/98)**. **If there are any changes or amendments to the harassment policy**, the Employer shall consult with the Union. **The Parties must mutually agree prior to any changes being implemented at Harbour Light ARC.**
- (h) Where the proposed resolution or outcome of an investigation of a harassment complaint is not satisfactory to the employee(s), the Bargaining Unit member may exercise their rights commencing at Step 3 of the grievance procedure.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:
 - (1) by mutual agreement between the Parties; or
 - (2) by virtue of a decision by the Labour Relations Board of British Columbia.
- (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 February 18, 1997, applies. (Pending future Labour Board decision.)

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the agreement as it applies to that employee.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select one (1) steward and an alternate to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and/or alternates.
- (c) A steward, or the alternate, shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor.
- (d) The duties of the stewards shall include:
 - (1) investigation of complaints of an emergent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer;
 - (4) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the

business affairs of the Union. The Parties may, at the local level, mutually agree upon another method of notifying employees of Union business.

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish Union Shop Cards to the Employer to be displayed on the Employer's 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

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

2.10 Time Off for Union Business

- (a) **Leave of absence without pay and without loss of seniority will be granted:**
- (1) **to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;**
 - (2) **or elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;**
 - (3) **or employees who are representatives of the Union on a bargaining committee, to attend meetings of the bargaining committee;**
 - (4) **leave for negotiations with the Employer;**
 - (5) **to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body;**
 - (6) **to stewards to maintain all bulletin boards and binders;**
- (b) **Leave of absence without loss of pay and with seniority will be granted:**
- (1) **to stewards, or their alternates, to perform their duties pursuant to Article 2.6;**
 - (2) **to employees appointed by the Union as Union representatives to attend Joint Labour/Management Committee meetings during their working hours.**
- (c) **Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods unless this would unduly interrupt the operation of the department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.**
- (d) **The Union and the employee will make every effort to provide a minimum of seven (7) days' notice for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary.**

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who, prior to February 18, 1997, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after February 18, 1997 shall, as a condition of continued employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECKOFF AND UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the 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 dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from 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 for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the Union not later than twenty-eight (28) days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:
 - Employee surname and first name
 - Job classification
 - **Gender**
 - Gross pay
- (e) The above information may be supplied on a computer disk or tape provided that the Union's computer system is compatible with the Employer's and the Employer has the capability. Where the information is not provided on a disk or tape, it will be provided on hard copy.
- (f) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (g) At the same time the Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of the Union dues paid by the employee for the previous year (the year for which the T-4 slip was provided).
- (h) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (j) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(k) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of Union dues or other monies as described in Clauses (a) and (b) above.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in the article dealing with Union Security and Dues Check-off.

(b) New employees shall also be provided with:

- (1) the name, location and work telephone number (if applicable) of the steward; and
- (2) an authorization form for Union dues check-off.

(c) The Steward shall be advised of the name, location and work telephone number (if applicable) of the employees.

(d) The Steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment. The time away to be approved by Steward's Supervisor.

(e) The Union will provide the Employer with an up-to-date list of Stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

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

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a Union Staff Representative, Elected Officers, or alternate when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.

(b) The Union Representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union Representatives or Stewards temporary use of an available confidential location.

7.3 Technical Information

The Employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

- list of employees and status;
- gender;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.)

The Union may request other information it requires from the Employer.

7.4 Union/Management Committee

(a) The Parties agree to establish a Union/Management Committee composed of two (2) Union Representatives appointed by the Union and two (2) Representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of Union and Employer Representatives.

(b) The Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular work hours. Every effort will be made to schedule meetings within regular hours.

(c) An Employer Representative and a Union Representative shall alternate in presiding over the meetings.

(d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.

(e) The Committee shall have the power to make recommendations to the Parties on the following:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing misunderstandings;
- (3) dealing with matters referred to it in this Agreement.

(f) Minutes of the Committee meetings shall be transcribed by the Employer and distributed to Committee members **and Union office**.

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, including a question as to whether or not a matter is subject to arbitration; or
 - (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.
- (c) Where the aggrieved employee is a Steward, he/she shall not, where possible, act as a Steward in respect of his/her own grievance but shall submit the grievance through another Steward or Union Staff Representative.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute **with the Employer designate**. The aggrieved employee shall have the right to have a Steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, not later than twenty-one (21) days after the date:

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

8.4 Step 2

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

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated; and
- (c) transmitting the grievance to the Employer designate through the Union Steward.

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the Union Steward and the Employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer designate shall reply in writing to an employee's grievance within seven (7) days of the above noted meeting with the Union Steward or, if the meeting is waived, within seven (7) days of the date the Parties agree to waive the meeting.

8.6 Step 3

The Union designate may present, or meet with the Employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within twenty-one (21) days after the Step 2 decision has been conveyed to him/her by the Employer designate; or
- (b) within twenty-one (21) days after the Employer designate's reply was due.

8.7 Time Limit to Reply at Step 3

The Employer designate will respond in writing to the Union within twenty-one (21) days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement of a grievance at Step 3, and pursuant to this Article, the Union may submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer designate's decision has been received, or
- (b) thirty (30) days after the Employer designate's decision was due.

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven (7) days after the date of dismissal or suspension, to initiate a written grievance . Within seven (7) days after the date of receiving the grievance the Union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The Employer designate shall reply in writing to the grievance within seven (7) days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven (7) days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either Party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer designate or the Union within sixty (60) days of either Party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

8.11 Amending Time Limits

The time limits in this grievance procedure may be altered only by written mutual consent of the Parties.

8.12 Technical Objections to Grievances

It is the intent of the Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

8.13 Investigator

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable , during the term of the Collective Agreement, Judi Korbin, or a substitute agreed to by the Parties shall, at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference;

within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

Unless mutually agreed otherwise, disputes may be referred to the Investigator only after the completion of Step 3 of the grievance procedure except for disputes arising out of time sensitive issues relating to paid or unpaid leaves of absence, which may not be resolved prior to the completion of the grievance procedure.

Such issues may include, but not be limited to, those arising out of:

Article 2.6	Recognition and Rights of Stewards
Article 2.10	Time off for Union Business
Article 18	Vacation Entitlement
Article 19	Education Leave
Article 20	Special and Other Leave
Article 21	Maternity, Parental, and Adoption Leave
Article 28	Casual Employees

ARTICLE 9 - ARBITRATION

9.1 Notification

(a) Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either Party may, after exhausting the grievance procedure in Article 8, notify the other Party of its desire to submit the difference to arbitration within:

- (1) thirty (30) days after the Employer designate's decision has been received; or
- (2) thirty (30) days after the Employer designate's decision was due.

(b) All referrals to arbitration shall be by certified mail, facsimile or courier.

(c) Where the matter in dispute is a dismissal grievance, the arbitrator shall set a date for the hearing to be held within seven (7) weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

(a) When a Party has requested that a grievance be submitted to arbitration and either Party has requested that a hearing date be set, the Parties shall assign an arbitrator from the mutually agreed upon list of arbitrators and set a date for the hearing.

(b) The Union and Employer may mutually agree not to appoint nominees to the Board and, instead, have that matter heard by the assigned arbitrator as a single arbitrator.

(c) The Parties shall agree upon a list of arbitrators which shall be appended to this Agreement (see Appendix B). An arbitrator may be removed from or added to the list by mutual agreement.

(d) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

(e) The Parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

9.3 Board Procedure

(a) In this Article the term "*Board*" means a single arbitrator or a three (3)-person Arbitration Board.

(b) The Board may determine its own procedure in accordance with the relevant legislation 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 render a decision within sixty (60) days of the conclusion of the hearing.

9.4 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the Parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

9.5 Disagreement on Decision

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

9.6 Expenses of Arbitration Board

Each Party shall pay:

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

9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the Parties.

9.8 Expedited Arbitration

- (a) Any grievances agreed **by both parties** to be suitable for expedited arbitration shall be scheduled to be heard on the arbitrator's next available date.
- (b) As the process is intended to be informal and non legal, outside lawyers will not be used to represent either Party.
- (c) The Parties shall make every effort to make use of an agreed to statement of facts.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (e) The Parties agree to make limited use of authorities during their presentations.
- (f) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (g) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
- (h) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (i) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (j) The Parties shall equally share the cost of the fees and expenses of the arbitrator.
- (k) The expedited arbitrator, who shall act as sole arbitrator, shall be mutually agreed to by the Parties.
- (l) It is not the intention of either Party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The Employer shall not dismiss or discipline an employee except for just cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. Two copies of the written notice of dismissal or suspension shall be forwarded to the Union designate within five (5) days of the action being taken.

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports; or
 - (4) employee evaluations.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (d) 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 Performance Evaluations

- (a) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer, read, review and ask questions about the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven (7) days to read, review and sign the evaluation **and return to Employer**.
- (b) The evaluation form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.

- (c) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (d) An employee shall receive a copy of his/her evaluation at time of signing.

10.5 Personnel File

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) days after the notice is given. **The Employer has the right to have an Employer representative present at the time the file is viewed. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.**
- (b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The Union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) days after the notice is given. **The Employer has the right to have an Employer representative present at the time the file is viewed. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.**
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

10.6 Right to Have Steward Present

- (a) Where an Employer designate intends to interview an employee for disciplinary purposes, the Employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a Steward present, in order that the employee can exercise his/her right to contact his/her Steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the Employer designate intends to interview a Steward for disciplinary purposes, the Steward shall have the right to consult with a Union Staff Representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate, based on straight-time paid hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

- (b) Straight time paid hours shall include time spent on:
- (1) paid holidays;
 - (2) paid vacation;
 - (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the Workers' Compensation Act in respect of a claim from this Employer. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the Act, so long as the employee is otherwise entitled to benefits under those Sections.
 - (4) paid sick leave;
 - (5) union leave;
 - (6) maternity, parental and adoption leave;
 - (7) other approved paid leaves of absence.

11.2 Seniority List

A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.

11.3 Loss of Seniority

An employee shall lose his/her seniority as a regular employee and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one (1) year; or
- (e) the employee fails to return to work within seven (7) days of recall after being notified by mail at the last address known to the Employer. Employees required to give two (2) weeks notice to another employer shall be deemed to be in compliance with the seven (7) day provision.

11.4 Re-employment

- (a) A regular employee who voluntarily resigns his/her employment and within ninety (90) days is re-hired as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

If a vacancy or a new job is created **within the bargaining unit**, the following shall apply:

- (a) If the vacancy or new job has a duration of thirty (30) days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, in a manner which gives all

employees access to such information. **The Employer may advertise externally after the conclusion of the seven (7) day posting period.**

(b) **If no qualified candidate is identified through the internal posting process the Employer may fill the position with an external candidate, subject to the grievance procedure.**

12.2 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and department may be subject to change provided that:

(a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and

(b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and department; and the impact the change will have on the personal circumstances of such employee(s).

12.3 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, Union leave, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence, without causing undue delay to the hiring process.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 12.1 above. **Temporary appointments shall be limited to two (2) months' duration. An appointment may be extended by mutual agreement between the Parties.**

12.5 Notice To Union

Two (2) copies of all postings shall be sent to the designated Union representative within the aforementioned seven (7) calendar days.

12.6 Notice of Successful Applicant

(a) The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

(b) **Upon written request within seven (7) days of being advised of the results, the unsuccessful applicant from within the bargaining unit shall be given in writing within five (5) days, the reasons they were unsuccessful.**

12.7 Grievance Investigation

(a) **Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 8 of this agreement within ten (10) days of being notified of the results.**

(b) The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

12.8 Selection Criteria

In the promotion, transfer, demotion or release of employees, performance in current or previous positions, required qualifications (including initiative), and seniority shall be the determining factors. Each of the three (3) determining factors will be accorded equal weight.

12.9 Probationary Period

For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. **The probationary period for part-time employees will be equal to three (3) months of full-time; but in any event will not exceed six (6) calendar months.** By written mutual agreement between the Employer and the Union, the probationary period may be extended up to a maximum of three (3) months provided written reasons are given for requesting such extension.

During the probationary period, an employee may be terminated. If it is shown on behalf of the employee that the termination was not for just cause, the employee shall be reinstated. Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

12.10 Qualifying Period

- (a) **If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months. In no instance during the qualifying period shall such an employee lose seniority or perquisites. The qualifying period for part-time employees will be equal to three (3) months full-time; but will not exceed six (6) calendar months.**
- (b) **If a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned qualifying period is found unsatisfactory in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her former job without loss of seniority.**
- (c) **An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or perquisites on the same basis as outlined in paragraph (b) of this section.**
- (d) **Any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be returned to his/her former job and pay rate without loss of seniority and accrued perquisites. New employees hired who have no former job to return to shall come under layoff terms (Article 13.3).**

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reduction in hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, a reorganization, program termination, closure or other material change in organization or program delivery.

13.2 Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority subject to the following.

- (a) **The individual with the least seniority will be designated for layoff within the classification;**
- (b) **The date the layoff will commence will be identified;**
- (c) **The employee designated for layoff shall be placed into a vacant regular position in their own classification. If this is not possible, the employee may choose:**
 - (1) **placement on the casual call-in and recall lists with no loss of seniority; or**
 - (2) **placement into an equivalent vacant regular position providing they are qualified to satisfactorily perform the duties; or**
 - (3) **to displace the least senior employee in the classification identified for layoff, providing they are qualified to satisfactorily perform the duties; or**
 - (4) **to displace the least senior employee in another classification, provided they are qualified to satisfactorily perform the duties.**
- (d) **The above process will apply to employees displaced pursuant to 13.3(c) above.**
- (e) **Bumping rights must be exercised within five (5) days of notification of layoff by providing written notice to the Executive Director.**
- (f) **Displacements shall not result in a promotion.**

13.3 Recall

- (a) **Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by registered mail. Employees must accept recall within five (5) days of receipt of the registered mail.**
- (b) **The recall period shall be one (1) year.**
- (c) **New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.**
- (d) **Nothing herein shall prevent the Employer from hiring persons not on the recall list when qualified employees are not available.**

13.4 Advance Notice

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

It is understood that this Clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (e.g., fire, flood, medical closure, etc.).

13.5 Severance Pay

(a) An employee who is laid off pursuant to 13.1(a) shall receive severance pay at the following rate:

Service	Severance Pay
More than 6 months but less than 3 years	2 weeks
3 years	3 weeks
4 years	4 weeks
5 years	5 weeks
6 years	6 weeks
7 years	7 weeks
8 years or more	8 weeks

One (1) year full-time employment is equivalent to one thousand nine hundred and fifty (1950) hours.

13.6 No New Employees

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall, provided that the recalled employee possesses the necessary qualifications, skill and ability to perform the required work. Nothing herein shall prevent the Employer from hiring persons not on the recall list when qualified employees are not available.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Hours of Operation

The workweek shall provide for a continuous operation based on a seven (7) day week, twenty four (24) hours per day, unless otherwise specified.

14.2 Annual and Weekly Hours

Except as otherwise provided in this article the maximum regular annual hours of work shall be one thousand nine hundred and fifty (1,950) hours. The maximum weekly hours of work shall be thirty seven and one-half (37.5) hours.

14.3 Hours of Work

(a) Except as otherwise provided for in this Article, the average hours of work for each regular full-time employee covered by this Agreement, exclusive of meal periods, shall be thirty seven and one-half (37.5) hours per week or an equivalent mutually agreed to by the Employer and the Union.

(b) **Part-time employees, who request additional hours, shall be offered, in order of seniority, casual shifts that are available within their classification, provided they are qualified to do the work and provided it will not result in overtime pay. These hours shall be credited to regular seniority. All casual hours shall be offered to qualified part-time staff prior to being offered to casuals.**

(c) **Shelter workers, regardless of which shelter worked in, shall constitute the same classification for the purposes of this clause.**

(d) **Front desk and security attendant shall constitute the same classification for purposes of this clause.**

14.4 Work Schedules

(a) The Employer shall arrange the times of all on duty and off duty shifts.

(b) Where a change in the normal work week schedule is required to meet bona fide operational needs the Employer agrees to provide the Union and its members with fourteen (14) calendar days notice. The notice must be posted on worksite bulletin boards for the entire period of fourteen (14) calendar days.

14.5 Rest Periods

Except as otherwise provided for in this Article, there shall be a fifteen (15) minute rest period in each half day of any full shift. Employees working less than a full shift shall receive one (1) fifteen (15) minute rest period. Rest periods shall be taken without loss of pay to the employee.

14.6 Meal Periods

(a) Meal periods shall be scheduled as close as possible to the middle of the work day and shall be one half (½) hour unless otherwise specified.

(b) For employees who are required to stay on site **and/or be available** during the meal period, the meal period will be paid at straight time rates.

14.7 Minimum Daily Pay

(a) The Employer shall pay the employee a minimum of two (2) hours' pay at his/her regular rate of pay upon reporting to work for a scheduled shift.

(b) Where the employee commences work, he/she shall receive a minimum of four (4) hours' pay at his/her regular rate of pay.

(c) Employees required to attend staff meetings during off-duty hours shall be paid at straight time for the duration of the meeting or a minimum of two (2) hours, whichever is greater.

If the staff meeting abuts with the employee's shift then straight time rates will be paid for the duration of the meeting.

14.8 Notice of Work Schedules

Employees' work schedules shall be posted at least fourteen (14) calendar days in advance of the starting day of a new schedule.

14.9 Days of Rest

The shift schedule shall be applied so as to guarantee each employee two (2) consecutive days of rest.

14.10 Modified Hours of Work Arrangements

The Union/Management Committee shall work together on modified work schedules, based upon the shift patterns and hours of work clauses in the relevant Agreement and the provision of this Article, including the following:

(a) **If either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;**

(b) **The parties shall have fourteen (14) days from the date notice is given to reach agreement on work schedules;**

(c) **The Employer retains the right to set the work complement and hours of operations and the Union cannot propose a modified work arrangement which would cost more than the Employer's schedule;**

- (d) If the Parties are unable to reach agreement within fourteen (14) days either party may refer the matter to arbitration.

14.11 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.1 Job Descriptions

- (a) Except where an Employer has already presented the Union with job descriptions the Employer shall draw up job descriptions for all jobs in the Bargaining Unit and present them in writing to the Union designate within ninety (90) days of ratification of this Collective Agreement.
- (b) The job descriptions presented to the Union shall become the recognized job descriptions unless written notice of objection is given by the Union within sixty (60) days.
- (c) Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:
- (1) the procedure whereby the job shall be established has been followed;
 - (2) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - (3) the job is properly remunerated in relation to the existing wage schedule; and
 - (4) any qualifications established for the job are relevant and reasonable.

If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

15.2 New and Changed Positions

When a new or substantially altered job category covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. Unless notice of objection by the Union is given to the Employer within sixty (60) calendar days after such notice, the wage rate and job description shall be considered to have been agreed. Where the Union objects, it shall provide reasons for the objection in writing.

If the classification and/or wage rate established by the Employer for the new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "Overtime" means work performed in excess of the normal daily full shift hours or weekly full shift hours.
- (b) "Straight-time rate" means the hourly rate of pay.
- (c) "Time and one-half" means one and one-half times (1½x) the straight-time pay.
- (d) "Double time" means two times (2x) the straight-time rate.

16.2 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in 14.2 and 14.3, or who are requested to work on their scheduled off-duty days, shall be paid:

- (a) the rate of time and one-half (1½x) of their basic hourly rate of pay for the first three (3) hours of overtime on a scheduled work day and double time (2x) thereafter or on a day of rest;
- (b) the Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

16.3 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

16.4 Overtime on Paid Holiday

If an employee works overtime on a paid holiday which calls for a premium rate of pay as provided at Article 17, the employee shall be paid overtime at the rate of time and one-half times (1½x) the premium statutory holiday rate for all hours worked beyond the normal daily full shift hours.

16.5 Overtime Pay

Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 16.6 below.

16.6 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

16.7 Meals During Overtime

When overtime is required, the Employer will provide a meal at the Centre at the appropriate time.

16.8 Right to Refuse Overtime

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

16.9 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regularly scheduled work days, shall be paid at the rate of

straight-time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.

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

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.10 Rest Interval After Overtime

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

16.11 Call Back

Employees called back to work on their regular time off shall receive a minimum of two (2) hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The following have been designated as paid holidays:

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

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

17.2 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; 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.

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.

(b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half (1½x) for all hours worked.

17.4 Holiday Falling on a Scheduled Work Day

A regular employee who is required to work on a designated holiday shall be compensated at time and one-half (1½x) and shall also receive an additional day off in lieu of the holiday.

17.5 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.

17.6 Christmas or New Year's Day Off

- (a) The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas or the following New Year's off.
- (b) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime.

17.7 Scheduling of Lieu Days

- (a) Every effort will be made to schedule days off in lieu of holidays as additions to the employee's regular days off, except where the employee and the Employer otherwise agree.
- (b) An employee shall be paid for a holiday when he/she has been employed for thirty (30) days and has worked fifteen (15) days of the last thirty (30) calendar days preceding the holiday.

ARTICLE 18 - VACATION ENTITLEMENT

18.1 Annual Vacation Entitlement

- (a) "Vacation year" for the purpose of determining vacation entitlement is the calendar year.
- (b) A regular full-time employee shall be entitled to vacation in each year as follows:

Vacation Years	Work Days
First (1 st)	Ten (10) days (or prorated)
Second (2 nd) to Eleventh (11 th).....	Fifteen (15) days
Twelfth (12 th) to Twenty Fourth (24 th).....	Twenty (20) days
Twenty-Fifth (25 th) year and thereafter.....	Twenty-Five (25) days

- (c) A regular part-time employee shall earn vacation on a pro-rata basis.

18.2 Vacation Period

The choice of vacation periods shall be granted to employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of the Employer.

18.3 Vacation Earnings for Partial Years

In the case of partial years of service, vacation entitlements shall be computed on a pro rata basis.

18.4 Vacation Pay

- (a) Vacations shall be paid at an employee's basic pay.

(b) Once per calendar year, upon fifteen (15) working days written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period.

18.5 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
- (c) Vacations shall be granted on the basis of service seniority within a department.
- (d) An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of work days, he/she shall be entitled to use his/her seniority for only one such group of days in a calendar year.
- (e) Vacation schedules shall be circulated for staff application by March 31 each year within each department and the completed schedule shall be posted by April 30.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

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.

- (f) It will be the responsibility of the supervisor to post the schedule and notify absent employees.
- (g) An employee who does not exercise his/her seniority rights within one (1) week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (h) An employee who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise his/her seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (i) An employee who is transferred at the request of the Employer shall have his/her vacation as originally scheduled, unless changed by mutual agreement.

18.6 Approved Leave of Absence with Pay During Vacations

In the event an employee is sick or injured prior to his/her vacation period, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee, or it shall be re-instated for use at a later date.

18.7 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work.

18.8 Prime Time Vacation Period

All employees shall be allowed to take up to three (3) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime time vacation period. The Employer shall make every reasonable effort to allow employees with more than three (3) weeks' entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

18.9 Vacation Credits Upon Death

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

ARTICLE 19 - EDUCATION LEAVE

19.1 Courses/Examinations at the Request of the Employer

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

19.2 In-Service Education

Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 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 upon notification, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed three (3) working days.

Immediate family is defined as an employee's parent, spouse, common-law spouse, grandparent, grandchild, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, and legal ward **and any other relative permanently residing in the employee's household or with whom the employee permanently resides.**

In the event of the death of the employee's brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(b) 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.

(c) Every effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

20.2 Jury Duty

(a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.

(b) An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

20.3 Special Leave

The Employer will grant leave of absence with pay to employees for the following:

- (a) **Paternity one (1) day;**
- (b) **Serious household or domestic emergency (up to two (2) days).**

This shall include illness in the immediate family where no one at the employee's home other than the employee can provide for the care of the ill family member.

20.4 General Leave

Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two (2) weeks' notice, except in cases of emergency.

20.5 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) work days in a calendar year. Time off pursuant to Article 2.10 shall not be taken into consideration.

20.6 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) For employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) For employees elected to a public office for a maximum period of five (5) years.
- (c) **For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;**
- (d) **For an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three (3) years and shall be renewed upon request of the Union.**

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

- (a) A **pregnant** employee is entitled to a **pregnancy** leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four (4) weeks notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth unless the employee requests a shorter period.

(d) A request for shorter period under subsection (c) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

(e) If an employee's pregnancy is terminated before a leave request is made under subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six (6) consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.

(f) If an employee is unable to return to work following a leave of absence granted under either subsection (a) or subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six (6) consecutive weeks further. To qualify, the employee must supply a certificate of a medical practitioner verifying the necessity of the leave.

21.2 Parental Leave

(a) Upon written request an employee shall be entitled to parental leave of up to **thirty-seven (37)** consecutive weeks without pay or a shorter period the employee requests.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the **thirty-seven (37)** weeks parental leave between them.

(c) An employee shall give four (4) weeks notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Article 21.1(b). In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.

(d) Parental leave shall commence:

(1) in the case of a mother, immediately following the end of the maternity leave taken under Article 21.1, unless the Employer and the employee agree otherwise;

(2) in the case a father following the birth of the child and within the fifty-two (52) week period after the birth date; and

(3) in the case of an adopting parent, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the parent.

(e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Maternity and Parental Leave

An employee's combined entitlement to leave under Article 21.1 and Article 21.2 is limited to **fifty-four (54)** weeks plus any additional entitlements provided under Article 21.1(f) and/or Article 21.2(e) preceding.

21.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of Articles 18 (Vacation Entitlement) and 24 (Health and Welfare). The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

21.5 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise his/her rights in accordance with Article 13 (Layoff and Recall).
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with subsection 21.5(a).

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Occupational Health and Safety Committees

The Parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee shall be between the Employer and the Union, with equal representation, and with each Party appointing its own representatives.

22.3 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.
- (d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.

- (e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

22.4 Vaccination and Inoculation

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

22.5 Video Display Terminals

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the Workers' Compensation Board.

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

22.7 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to the Workers' Compensation Act.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

22.8 Injury Pay Provision

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

22.9 Hygiene

- (a) *Hygiene Facilities*

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

- (b) *Communicable Diseases*

(1) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or

possessions of a person with a communicable disease, the Employer shall advise such employees that such person and/or possessions may be so affected.

(2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.

(3) In respect of communicable diseases, the parties agree to review and establish policies on issues including:

(i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(ii) post-exposure protocols.

(4) The parties agree that the B.C. Centre for Disease Control may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the Parties.

(5) Where any costs, including vaccinations, are incurred by a recommendation of the Parties or recommendations of the Centre for Disease Control, it shall be borne by the Employer.

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 Training

(a) Where an employee is required by the Employer to attend a course for the purpose of training, there shall be no loss of pay on the part of the employee.

(b) The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and supporting clients/residents and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

22.12 Check-In

The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HEALTH AND WELFARE

24.1 Basic Medical Insurance

All employees may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the BCMSP plan. The Employer will pay one hundred percent (100%) of the regular premium for the employee only, commencing with the month-end payment following the decision of the employee to enroll.

24.2 Extended Health, Dental and Group Life Benefits

- (a) The current practice of the Employer with regard to the Extended Health Care Plan, Dental Plan, Group Life **Insurance Plan and Accidental Death & Dismemberment Plan** as outlined in *"Taking Care - The Salvation Army Employee Benefit Plan"* Handbook (15.03.01).
- (b) **Employees with more than twenty-five (25) hours weekly will be enrolled in the Plan following the completion of their probationary period.**
- (c) The Employer shall pay the monthly *"Single"* premium cost of the Core Plan for Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment. **All other applicable premiums will be paid by the employee.**
- (d) Eligible employees shall be provided with the above-referenced Handbook.

24.3 Long Term Disability Benefits

- (a) **The current practice of the Employer with regard to the Long Term Disability Plan as outlined in *"Taking Care – The Salvation Army Employee Benefit Plan"* Handbook will continue for the term of this Collective Agreement.**
- (b) **Full-time or part-time employees with more than thirty (30) hours weekly will be enrolled in the Long Term Disability Plan following the completion of their probationary period.**
- (c) **The premiums will be paid by the employee.**

24.4 Registered Retirement Savings Plan

Permanent full-time or part-time employees will be automatically enrolled in the Group RRSP Plan outlined in **the Salvation Army Territorial Headquarters *"Group Registered Retirement Savings Plan for the Employees"* booklet (05:93)** as follows:

- (a) After completion of two (2) years employment, the Employer shall contribute the following amounts to a Registered Retirement Savings Plan:

Years of Service	Employer Contribution
2 to 5 years.....	3%
6 to 10 years.....	3.25%
11 to 15 years.....	3.5%
16 to 20 years.....	4%
21 to 25 years.....	5%
More than 25 years	6%

- (b) Employees may make voluntary contributions over and above the basic contributions of the Employer. **Voluntary contributions may be withdrawn once per calendar year.**

(c) All contributions are held in an account registered to the individual employee. **The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.**

(d) When the employee terminates employment with the Employer, they can elect from options **identified on the form “Paying Out Benefits When a Member Leaves the Plan”.**

(e) **All employees shall be provided with the Group RRSP brochures**

24.5 Employee Assistance Program

The Salvation Army Harbour Light agrees to maintain the current Employee Assistance Program.

ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY

25.1 Uniforms

Where the Employer requires a specific uniform for workers, the cost of purchase and maintenance shall be fully covered by the Employer.

25.2 Protective Clothing

The Employer shall supply suitable gloves or other protective clothing to employees required by the Employer to wear same.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

26.2 Paydays

Employees shall be paid **by cheque or direct deposit every other week.**

26.3 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The rates of pay negotiated by the parties to this Agreement are recorded in Appendix A and are effective on the dates specified in Appendix A.

(b) The distribution of **payslips** shall be done in such a manner that the details of the **payslips** shall be confidential.

26.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he/she shall receive the rate of pay for that position.

26.5 Substitution Pay

(a) When an employee temporarily substitutes in, or performs the principal duties of a higher paying position, he/she shall receive the rate for the job.

- (b) Substitution to a higher paying position shall be offered to the most senior qualified employee in a lower paying classification.

26.6 Involuntary Demotion

An employee demoted or placed in a lower paying classification through no fault of their own shall continue to maintain their current rate of pay. They will receive any negotiated increases.

ARTICLE 27 - SICK LEAVE

27.1 Sick Leave

- (a) Regular employees who have completed their probationary period shall accumulate sick leave credits on the basis of one (1) day per month to a maximum of eighty-four (84) days.
- (b) Sick leave pay shall be based on scheduled work hours lost.
- (c) **The Employer may request a Doctor's note where the employee has been absent for four (4) consecutive days of work. Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may request a medical certificate at the Employer's expense.**
- (d) The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.
- (e) In no case shall sick leave for any one absence exceed a period of eighty-four (84) working days. When the provisions of this plan **and Employment Insurance sickness benefits** have been exhausted, eligible employees have access to the Long Term Disability Plan if they qualify.
- (f) **Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.**

27.2 Workers' Compensation Benefit

- (a) **Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.**
- (b) **While an employee is in receipt of WCB wage loss benefits, paid holidays and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this Article. In addition, Article 24 will continue to apply to employees who are entitled to receive WCB wage-loss benefits.**
- (c) **The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers' Compensation Act*, so long as the employee is otherwise entitled to benefits under those Sections of the *Workers' Compensation Act*.**
- (d) **Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment.**
- (e) **Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Article 20.4 except that seniority shall continue to accrue based on regular hours.**

ARTICLE 28 - CASUAL EMPLOYEES

A casual employee is one who is employed in the following capacities:

- (a) for relief purposes;
- (b) temporary workload situations

A casual employee is one who is employed on an on-call basis. Casual employees shall be called to work in the order of their seniority by classification.

Casual employees shall serve a probationary period of four hundred and eighty (480) hours of work.

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

Casual employees accrue seniority on an hourly basis and are covered by all provisions of the Collective Agreement except Articles:

Article 11.4	Re-Employment
Article 13	Layoff and Recall
Article 14.4(b).....	Work Schedules
Article 14.8	Notice of Work Schedules
Article 16.3	Overtime on Day Off
Article 16.4	Overtime on Paid Holiday
Article 16.6	Compensating Time Off
Article 16.9	Overtime for Part-time Employees
Article 16.11	Call Back
Article 17	Paid Holidays [except 17.7(b)]
Article 18	Vacation Entitlement
Article 19	Education Leave
Article 20	Special & Other Leave
Article 21	Maternity, Parental and Adoption Leave
Article 24	Health & Welfare
Article 26.4	Rate of Pay on Reclassification or Promotion
Article 26.5	Substitution Pay
Article 27	Sick Leave
Article 29.2	Job Sharing

ARTICLE 29 - GENERAL CONDITIONS

29.1 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of this Agreement for distribution to employees. The cost of printing shall be borne by the Union. The Employer shall provide a copy of the Collective Agreement to new employees.

29.2 Job Sharing

The Employer shall not enter into any Job Sharing arrangements with employees without the written agreement of the Union.

29.3 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

29.4 Lunchroom

The Employer will provide a clearly identified lunch area for staff members.

29.5 Client Information

The Employer shall provide employees with information regarding a client or resident which is necessary for the employee to safely carry out his/her duties.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This Agreement shall be binding and remain in force and effect from April 1, **2001** to March 31, **2006**. All provisions of the Agreement are effective the date of ratification unless otherwise stated.

30.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2005 but in any event not later than midnight, January 31, 2006.
- (b) Where no notice is given by either Party prior to January 31, **2006**, both Parties shall be deemed to have been given notice under this Section on January 31, **2006**, and thereupon Clause 30.3 of this Article 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 the Employer designate.

30.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 30.2 of this Article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

30.4 Change in Agreement

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

30.5 Agreement to Continue in Force

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

30.6 Effective Date of Agreement

The provisions of the Collective Agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

The Salvation Army
Territorial Headquarters, Toronto

Don Crawford, Bargaining Committee

The Salvation Army
Territorial Headquarters, Toronto

Bob Harris, Staff Representative

Major Samuel Fame, Executive Director

Bill Barker, Human Resources

Rose Gidzinski, Business Manager

Lorna Biggs, Executive Assistant

Signed this _____ day of _____, 200 _____.

**APPENDIX A
HARBOUR LIGHT WAGE RATES**

Position	April 1, 2001		April 1, 2002		April 1, 2003		April 1, 2004		April 1, 2005	
	Probation	Post-Prob	Probation	Post-Prob	Probation	Post-Prob	Probation	Post-Prob	Probation	Post-Prob
Bus Person***	\$ 9.28	\$ 9.78	\$ 9.76	\$10.26	\$10.37	\$10.87	\$11.02	\$11.52	\$11.71	\$12.21
Shelter Worker	9.82	10.32	11.00	11.50	11.69	12.19	12.42	12.92	13.19	13.69
Janitor	10.10	10.60	10.75	11.25	11.42	11.92	12.13	12.63	12.88	13.38
Desk Clerk	10.36	10.86	12.00	12.50	12.75	13.25	13.54	14.04	14.38	14.88
Security Attendant***	11.23	11.73	12.00	12.50	12.75	13.25	13.54	14.04	14.38	14.88
Van Driver	11.45	11.95	12.00	12.50	12.75	13.25	13.54	14.04	14.38	14.88
Cooks	11.99	12.49	12.75	13.25	13.55	14.05	14.39	14.89	15.28	15.78
Counsellor #1			14.94	15.44	15.87	16.37	16.85	17.35	17.89	18.39
Counsellor #1 Current Staff	16.06	16.56	16.88	17.38	17.92	18.42	19.02	19.53	20.20	20.70
Counsellor #2	17.88	17.38	17.74	18.24	18.83	19.33	19.99	20.49	21.22	21.72
Counsellor #3			20.50	21.00	21.50	22.00	22.50	23.00	23.50	24.00

- Counsellor Level 1 has some Basic Counselling training but does not have their ICADC Certificate – a new rate has been set for new starts.
- A second Counsellor Level 1 (Basic/Current) rate has been set. This is for present staff who are Counsellors but do not have their ICADC. This level will be deleted when the two staff obtain their ICADC. Counsellors who do not have their ICADC will remain at their current rate of pay and shall receive a \$1,000.00 bonus effective April 1, 2001. Once they have obtained their ICADC they will automatically be entitled to the wage level Counsellor #2 ICADC.
- Counsellor #3 – for employees in possession of a Master's degree.
- Bus Person and Security Attendant – change from 12-hour shifts to 8-hour shifts. Adjustment in wages included.
- Retro – Mike Merson - \$1,000 Bonus – April 1, 2001. No Retro of 5%.

**APPENDIX B
ARBITRATORS**

Investigator: Judi Korbin

**Arbitrators: Stephen Kelleher, Q.C.
Joan Gordon
Heather Laing
Colin Taylor**

**LETTER OF UNDERSTANDING #1
CLIENT THERAPEUTIC MENTORING - WORK EXPERIENCE PROGRAM**

The Parties agree that:

PREAMBLE:

The Salvation Army Vancouver Harbour Light is a unique, residential addiction and rehabilitation centre for alcohol and other drug dependent males. Its primary objective is to facilitate clients in achieving recovery from their addiction, and through a therapeutic process, assist the clients in acquiring experience and skills that will facilitate and enable them to maintain recovery and re-enter the workforce and to become productive citizens in the community.

The Therapeutic **Mentoring** - Work Experience Program involves compulsory program assignments, services rendered, work release opportunities and practical hands on work experience in a designated field of service at Harbour Light.

1. The Union recognizes and agrees that clients may participate in the day to day operations at Harbour Light for therapeutic value.
2. Clients participating in the Therapeutic **Mentoring** - Work Experience Program shall not be considered employees for the purposes of this collective agreement (i.e. program assignments, services, rendered, CSC work release program, or work experience).
3. The Employer's current practice with respect to the application of the Client Therapeutic Monitoring -Work Experience Program of clients shall be maintained, **unless it is in conflict with this Letter of Understanding.**
4. The Employer agrees not to engage any clients in work performed by bargaining unit members which would result in laying off of any employee who presently performs such work or prevents bargaining unit employees on recall from being recalled, **including part-time and casual employees who request additional hours, if such employees are available.**
5. The essential building block that will bridge the gap between a client's chronic addiction lifestyle shall cover the following time frame:

Three months (90 days) - completion of the Treatment Program which may include program assignments and;

A further three months up to twelve months following the completion of the Treatment Program in a services-rendered or CSC work release program work experience in a specific area of job training (i.e. desk clerk, janitor). In any event, a client's date of entry into the Treatment Program and Therapeutic **Mentoring** - Work Experience shall not exceed a total of fifteen (15) months.

The following shall be adhered to with regard to Services Rendered clients.

- (a) **Issues (including workload) created due to the use of Services Rendered clients will be dealt with at the Labour Management Committee.**
- (b) **Employees required to oversee the training of a Services Rendered client shall be paid a premium of one dollar (\$1.00) per hour for each hour or part thereof.**

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

The Salvation Army
Territorial Headquarters, Toronto

Don Crawford, Bargaining Committee

The Salvation Army
Territorial Headquarters, Toronto

Bob Harris, Staff Representative

Major Samuel Fame, Executive Director

Bill Barker, Human Resources

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Signed this _____ day of _____, 200____.

**LETTER OF UNDERSTANDING #2
VOLUNTEERS**

The Harbour Light engages many individuals who volunteer or donate their time to assist at Harbour Light in various capacities (including Christmas Day).

The use of volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

The Salvation Army
Territorial Headquarters, Toronto

Don Crawford, Bargaining Committee

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Signed this _____ day of _____, 200__.

**LETTER OF UNDERSTANDING #3
COMMUNITY CHAPLAINS**

The Parties agree that for the purpose of this Collective Agreement Community Chaplains' positions are excluded from the bargaining unit. It is further understood that Community Chaplains will not perform bargaining unit work.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

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The Salvation Army
Territorial Headquarters, Toronto

Don Crawford, Bargaining Committee

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**LETTER OF UNDERSTANDING #4
MEDICATION DISPENSING**

Employees required to administer or apply medication(s) shall be trained at the Employer's expense. Employees who have not received this training will not be permitted to administer such medication. The specified training shall be approved by the Employer in conjunction with the guidelines of the Vancouver Coastal Health Authorities – Licensing Branch.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

The Salvation Army
Territorial Headquarters, Toronto

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