

COLLECTIVE AGREEMENT

between

**THE SALVATION ARMY DUNSMUIR HOUSE
AND RICHMOND HOUSE**

and the

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

Effective to March 31, 2005

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

It is understood that the primary focus of the Employer's Business is Christian mission and social services work delivered through a variety of unique services whose objectives are to support residents and clients in their growth and recovery as individuals: spiritually, mentally, physically, socially and economically within the guidelines of The Salvation Army's mission statements.

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, setting forth terms and conditions of employment affecting Employees covered by this Agreement.

In addition, the Agreement establishes processes to assist the Parties in maintaining a cooperative and respectful working relationship and to resolve disagreements in an orderly fashion.

1.2 Conflict with Policies and Regulations

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

1.3 Human Rights Code

The parties subscribe to the principles of the Human Rights Code of British Columbia.

1.4 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 this Agreement.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent Recognition

The Employer recognized the B.C. Government and Services Employees' Union as the exclusive bargaining agent for all Employees to whom the certification issued by the Labour Relations Board on July 24, 1998 applies.

2.2 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 if it wishes to question the appropriateness of the inclusion of any individual in 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) The Union shall notify the Employer in writing if it wishes to question the appropriateness of exclusion of any individual from the bargaining unit. Such notification shall include the Union's rationale.

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

2.3 Correspondence and Directives

The Employer shall forward to the applicable Union's Designate a copy of any directives circulated to Employees pertaining to the interpretation or application of this Agreement.

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 that conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

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

(b) It is understood that Union activity will not interfere with an Employee's obligations and responsibilities to the Employer except as explicitly outlined in this Agreement or specifically authorized by the Employer.

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to elect a minimum of three Stewards (two at Dunsmuir House and one at Richmond House) to represent Employees. The Employer and the Union will agree on the number of Stewards, taking into account both operational and geographical considerations.

(b) The Union agrees to provide the Employer with an up-to-date list of the Employees designated as Stewards and alternates.

(c) In performing their duties during their scheduled working hours, Stewards or the alternate will:

(1) obtain the permission of the immediate supervisor before performing or leaving work to perform duties as a Steward. Such permission shall not be unreasonably withheld.

(2) make every endeavour to complete their business in as short a time as possible.

(3) upon resuming normal duties, the Steward shall notify the Supervisor;

(4) not interrupt the normal operations of the workplace or disrupt Employees from their work responsibilities without the permission of the Employer or Employer Designate.

(d) A Steward shall be granted time away from work activities with pay for the following duties:

(1) investigation of complaints or grievances of an urgent nature where a delay until off work hours would be prejudicial to the affected Employee(s);

(2) accompanying an Employee whom the Steward represents, when requested by the Employee, to a meeting called by the Employer, where disciplinary action is anticipated;

(3) presenting a complaint or grievance to the Employer in accordance with Article 8.

(4) Supervision of ballot boxes and related functions during ratification votes; and

(5) Attending meetings at the request of the Employer.

- (e) The Employer agrees that Stewards will be permitted, with prior arrangement, reasonable use of the Employer's communication equipment.

2.7 Bulletin Boards

The Employer agrees to 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 additional method(s) of notifying Employees of Union business.

2.8 Right to Refuse to Cross Picket Lines

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

2.9 Union Insignia

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 publicly displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.10 Time Off for Union Business

- (a) Subject to operational requirements and with reasonable written notice, leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) to three (3) Employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;
 - (4) to Employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board.
- (b) Subject to operational requirements and with reasonable written notice, leave of absence without pay and without loss of seniority will be granted:
- (1) for Employees elected for a full-time position with the Union for a period of one (1) year;
 - (2) for an Employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union for a period of two (2) years;
 - (3) for an Employee elected to any body to which the Union is affiliated for a period of one (1) year.

Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

- (c) To facilitate the administration of this clause when leave without pay is granted, and the Union has approved payment, the leave shall be given with basic pay and the Union shall reimburse the Employer for all related salary and benefits costs, including travel time incurred. Leave of absence

granted under this clause shall include sufficient travel time. The Union will endeavour to pay submitted invoices within thirty (30) days of receipt.

(d) Where possible, the Union shall provide the Employer with reasonable notice of not less than fourteen (14) days prior to the commencement of leave under this clause.

ARTICLE 3 - UNION SECURITY

(a) All Employees in the Bargaining Unit, who prior to July 24, 1998, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All Employees hired into bargaining unit positions on or after July 24, 1998, shall, as a condition of continued employment become members of the Union and maintain such membership, unless exemption on the basis of religious objection is granted by the Labour Relations Board, as per Article 17 of the Labour Relations Code of British Columbia.

ARTICLE 4 - CHECK-OFF AND UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each Employee in the bargaining unit, whether or not the Employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) Deductions for Employees exempted under Article 17 of the Labour Relations Code of British Columbia shall be processed as required by the Code.

(c) The Employer shall deduct from any Employee who is a member of the Union any assessment levied in accordance with Union Constitution and/or Bylaws and owing by the Employee to the Union.

(d) Deductions shall be made for each period and membership dues or payment in lieu thereof shall be considered as owing in the period for which they are so deducted.

(e) 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:

- (1) Employee surname and first name;
- (2) Job classification;
- (3) Gross pay;
- (4) Dues amount deducted.

(f) Where the information is not provided on a disk or tape, it will be provided on hard copy.

(g) Before the Employer is obliged to deduct any amount under (a) or (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.

(h) At the same time that Income Tax (T-4) slips are made available, the Employer, without charge, shall indicate on the T-4 slip the total amount of Union dues paid by the Employee for the previous year (the year for which the year T-4 slip was provided).

(i) As a condition of continued employment, an Employee in a bargaining unit position, shall complete an authorization form supplied by the Union providing for the deduction from Employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

- (j) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (k) 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.
- (l) 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 hiring, new Employees will be advised that a Collective Agreement is in effect.
- (b) The Employer (on behalf of the Union) will provide all new bargaining unit Employees with:
 - (1) the name, location and work telephone number (if applicable) of the Steward;
 - (2) an authorization form for Union Dues check-off, as supplied by the Union; and
 - (3) a Union membership application form, as supplied by the Union.
- (c) The Steward shall be advised of the name, location and work telephone number (if applicable) of the new bargaining unit Employees, and where possible a personal introduction to the new Employee will be arranged.
- (d) The Steward will be given an opportunity to meet with each new Employee during regular working hours, where possible, for fifteen (15) minutes sometime during the first fifteen (15) days of employment. The time away is to be approved by the Steward's and the new Employee's Supervisors prior to the meeting.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that management of the Employer's business, including the management, control, direction and efficiency of the workforce is retained by the Employer except as this Agreement otherwise specifies.

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 stewards, labour/management and Health and Safety Representatives 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 designated alternates when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) Members of the Union staff and/or Elected Officers shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and the anticipated

duration of the visit. Such visits will not interfere with nor disrupt the operation of the Employer or section concerned.

(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:

- (a) a list of Employees, their addresses and their status;
- (b) job titles;
- (c) job descriptions;
- (d) wage rates;
- (e) seniority list or service dates; and
- (f) a summary of benefit plans (medical, dental, wage indemnity, pension, etc.).

The Union may request additional information that is available relating to the Employees in the bargaining unit required by the Union for collective bargaining purposes. Such information will not be unreasonably withheld by the Employer.

7.4 Union/Management Committees

- (a) The Parties agree to establish separate a Union/Management Committees for Dunsmuir House and for Richmond House composed of two (2) Union Representatives appointed by the Union and two (2) Representatives of the Employers, unless otherwise agreed between the Union and the Employers. There shall be an equal number of Union and Employer Representatives on both Committees.
- (b) The Committees shall meet at the call of either Party at a mutually agreeable time and place and at a minimum quarterly. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committees during regular working hours. Every effort will be made to schedule meetings within regular hours.
- (c) An Employee Representative and a Union Representative shall alternate in presiding over the meetings.
- (d) The Committees shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committees shall not have the power to bind the Union, its members, or the Employer to any decisions reached in the Committees' discussions.
- (e) The Committees 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 Committees' meetings, approved the Union and Employer co-chairs, shall be transcribed by the Alternating Chair and distributed to Committee members and Union Office.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE**8.1 Preamble**

- (a) The Employer and the Union recognize that situations may arise concerning:
 - (1) misunderstandings between Employees and the Employer;
 - (2) differences regarding the interpretation, application, operation or alleged violation of a provision of this Agreement; or
 - (3) dismissal, discipline or suspension of an Employee.
- (b) The procedure for resolving such a difference shall be the procedure in this Article.
- (c) Where the Employee involved in this procedure is a Steward, they shall not, where possible, act as a Steward in respect of their own process, but shall do so through another Steward or a Union Staff Representative.
- (d) It is the mutual desire of the Parties that such real differences shall be resolved as quickly as possible and to resolve the real substance of the matter of difference.
- (e) All grievances shall be treated in a sensitive and confidential manner.

8.2 Step 1

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute as soon as possible with the Employee's immediate supervisor or 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 Limit 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) calendar 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 was notified orally or in writing, 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 Employee's immediate supervisor or designate through the Union Steward.

8.5 Time Limit to Reply at Step 2

- (a) Within seven (7) calendar days of receiving the grievance at Step 2, the Union Steward and the Employee's supervisor or designate may meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may only be waived by mutual agreement.

(b) The Employee's supervisor (or designate) shall reply in writing to an Employee's grievance within seven (7) calendar days of the above noted meeting with the Union Steward or, if the meeting is waived, within seven (7) calendar days of the date the Parties agree to waive the meeting.

8.6 Step 3

The Union Steward or Staff Representative may present, or meet with the Executive Director of Dunsmuir House or Director of Richmond House to discuss the grievance and the proposed remedy at Step 3:

- (a) within fourteen (14) calendar days after the Step 2 decision has been conveyed to him/her, through the Union Steward, by the Employee's supervisor (or designate); or
- (b) within fourteen (14) calendar days after the Employee's supervisor's (or designate's) reply was due.

8.7 Time Limit to Reply at Step 3

The Executive Director (Dunsmuir House) or Director (Richmond House) will respond in writing to the Union within fourteen (14) calendar days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

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

- (a) thirty (30) calendar days after the Executive Director's (Dunsmuir House) or Director's (Richmond House) decision has been received, or
- (b) thirty (30) calendar days after the Executive Director's (Dunsmuir House) or Director's (Richmond House) decision was due.

8.9 Dismissal or Suspension of More Than 20 Days

In the case of a dispute arising from an Employee's dismissal or suspension without pay for more than 20 days, the Employer or designate shall meet with the Employee and the Union representative in an effort to resolve the dispute.

- (a) The meetings shall take place within fourteen (14) calendar days of the dismissal or suspension.
- (b) Any resolution agreed by the Parties (ie. Union Staff Representative) shall be in writing.
- (c) If the matter is not resolved as a result of the meetings, a grievance can be filed directly at Arbitration, as set out in Article 9.

8.10 Policy Grievance

- (a) Where a dispute involving the application, interpretation, or alleged violation of a provision occurs, both Parties have the right to file a grievance at Step 2 of the grievance procedure within thirty (30) calendar days of becoming aware of the matter in dispute.
- (b) Where no satisfactory agreement is reached through Step 2 and 3 of the grievance procedure, either Party may submit the dispute to arbitration, following the timelines and requirements set out in Article 8 and 9.

8.11 Time Limits

The Parties agree that the time limits identified in this Article are mandatory and not merely advisory. Time limits in this grievance procedure may only be altered by mutual consent of the Parties.

8.12 Deviation from the Grievance Procedure

- (a) The Employer agrees that, after a grievance has been submitted to the Employer at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the Grievor without the consent of the Union.
- (b) An Employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

8.13 Technical Objections

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

8.14 Alternative Dispute Resolution Procedure

- (a) Where the parties have been unable to resolve a difference through the grievance procedures (Steps 1-3) they may, by mutual agreement, refer the difference to Heather Laing or Stan Lanyon or a substitute agreed to by the parties who shall:
 - (1) investigate the difference;
 - (2) define the issues in the difference;
 - (3) endeavour to assist the parties to resolve the difference;
 - (4) determine if the parties are able to agree to a consent agreement to resolve the difference; and, if not;
 - (5) determine if the parties agree to recommendations to resolve the difference being binding, and, if not;
 - (6) make non-binding written recommendation(s) to resolve the difference.
- (b) Within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure. This time limit may be extended by mutual agreement of the parties.
- (c) If the written recommendation(s) do not resolve the difference, either party may refer the matter to arbitration.
- (d) Where the matter is referred to Arbitration the individual appointed as per Article 8.14(a) shall not hear the arbitration.
- (e) This Alternative Dispute Resolution Procedure is intended to be informal and not restricted by procedural or technical arguments, therefore;
 - (1) the Employer and the Union representatives who dealt with the grievance at Step 3 shall make the presentations;
 - (2) the parties will endeavour to agree upon a statement of facts;

- (3) presentations are to be short and concise and are to include a comprehensive opening statement;
- (4) the parties will make limited use of authorities; and
- (5) all agreements and recommendations are without prejudice and shall have no precedential value in respect of any other matter, unless mutually agreed to by both parties.

ARTICLE 9 - ARBITRATION

9.1 Notification

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 as per Article 8.8.

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 or a mutually agreed upon substitute, and set a date for the hearing.
- (b) 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.
- (c) Depending upon availability, Arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

9.3 Board Procedure

The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunities to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within thirty (30) calendar days of the conclusion of the hearing.

9.4 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 Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) calendar days.

9.6 Expenses of the Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints, if any; and
- (b) one-half (½) of the fees and expenses of the Chairperson.

The Parties may agree mutually to proceed with a Single Arbitrator in place of an Arbitration Board. In this case, the costs will be shared equally by the Parties.

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 arbitrations cases prior to hearing shall be without prejudice.
- (j) The Parties shall equally share the cost of the fees and expenses of the arbitrators.
- (k) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list of Arbitrators in Appendix B.
- (l) It is not the intention of either Party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL

10.1 Just Cause

- (a) The Employer will not discipline or dismiss an Employee bound by this Agreement 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 discipline shall be in writing and shall set forth the reasons for the dismissal or discipline.

10.2 Suspension and Dismissal

All dismissals and suspensions will be subject to the grievance procedure under Article 8.

One (1) copy of the written notice of dismissal or suspension shall be forwarded to both the Union Steward and Union Staff Representative by facsimile, courier, e-mail or hand-delivery within one (1) administrative office business day of the action being taken.

10.3 Right to Grieve Other Disciplinary Matters

(a) Where Employees feel that a written censure, letter of reprimand or warning, adverse report, which is to be placed on their file does not accurately or fairly reflect on them, they may do one or both of the following:

- (1) attach a statement in reply to the document on their file; and/or
- (2) follow the grievance procedure as outlined in Article 8.

(b) Employees will be given a copy of any such document placed on the Employee's file, which might be the basis of disciplinary action.

(c) Any such document other than formal Annual Performance Review 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 the Employee if the Employer did not advise the Employee of its inclusion on the file at the time of original placement on the file.

10.4 Personnel File

(a) With reasonable written notice given the Employer, Employees shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) calendar days after the notice is given. The Employer reserves the right to have an Employer representative present at the time the file is viewed.

(b) A representative of the Union with written authority of the Employee shall be entitled to review the Employee's personnel file in the office where 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) calendar days after the notice is given. The Employer reserves the right to have an Employer representative present at the time the file is viewed.

(c) The personnel file shall not be made public or shown to any other individual without the Employee's written consent, except in the operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

10.5 Right to have Steward Present

(a) Where an Employee 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.

10.6 Annual Performance Review

- (a) It is understood that Annual Performance Reviews are intended for personal development and therefore will not be used for disciplinary purposes. Where the Employer has concerns about work performance and behaviour, which require documentation for progressive disciplinary purposes, separate letter of Employer concern and/or Employee Warnings will be issued to the Employee and are subject to the grievance procedure.
- (b) Before an Annual Performance Review is placed on an Employee's file, it will be developed with the Employee who will have the opportunity to:
 - (1) discuss and influence the content; and
 - (2) place an attachment with the review, outlining the Employee's perspective on the document.
- (c) Employees will be paid for time incurred attending such meetings, which will be scheduled during the Employee's regular working hours.
- (d) An Employee shall receive a copy of the finalized Annual Performance Review within fourteen (14) calendar days of the Review Meeting.
- (e) The Annual Performance Review document shall provide for the Employee's signature in one of two (2) places; one indicating that the Employee has read and accepts the plan, the other indicating that the Employee has read and disagrees with the plan.

10.7 Work Attendance Requirements

It is understood that Employees are responsible to verify their work schedule and:

- (a) report for work when scheduled, except for legitimate absences as approved by their Supervisor;
- (b) ensure absences, such as vacation, leave of absence (personal or educational), medical/dental appointment absence, etc., are pre-authorized; and
- (c) inform the Immediate Supervisor or designate in advance of their scheduled shift, of their inability to attend work when scheduled and the reason for not attending.

10.8 Abandonment of Position

An Employee who fails to report for duty for three (3) consecutive workdays without informing the Immediate Supervisor or designate of the reason for the absence will be presumed to have abandoned the 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.

10.9 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 individuals or individuals by the Employees or the Employer, on any of the prohibited grounds of discrimination under the Human Rights Code 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) 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.

(e) The Employer agrees to maintain Personnel Policy on Employment-Related Harassment, including the requirement for Employees to participate in mandatory harassment training. Prior to the implementation of any national changes or amendments at Dunsmuir House or Richmond House, the Employer shall consult with the Union.

(f) Where the proposed resolution or outcome is not satisfactory to the Employee, the Employee may exercise their rights commencing at Step 2 of the grievance procedure, except in the case of a dismissal or suspension of more than twenty (20) calendar days wherein Article 8.9 will apply. In all cases, Step 1 will be waived.

(g) The Employee shall always retain their right to file a complaint directly with the Human Rights Council of British Columbia.

ARTICLE 11 - CASUAL EMPLOYEES

11.1 Casual Employee

A casual Employee is one who is employed:

- (a) for relief purposes:
- (b) to cover temporary workload situations.

11.2 Casual Employee Probationary Period

(a) For the first 455 hours of service with the Employer, a casual Employee shall be a probationary Employee. The Employer may extend the probationary period for an additional 455 hours for just cause.

(b) The test for just cause for rejection during probation shall include a test of suitability of the probationary Employee for continued employment in the position to which they have been appointed.

11.3 Casual Employee Availability

(a) Casual Employees shall be called within the same classification by seniority, when no regular part-time Employees are available.

(b) Casual Employees by the last day of the month shall inform their Supervisor or designate in writing stating their availability for the upcoming month. They shall be called based on their stated availability. Refusal of more than three shifts in a calendar year for which they have indicated their availability will result in their being dropped from the casual list unless a reasonable explanation is provided.

(c) It is understood that it is an operational necessity that casual Employees be available for work on a consistent basis, outside of approved leaves of absences, in order to maintain their place on the casuals seniority list. Failure to advise on availability as per (b) above, and/or continual indication of non-availability, will be grounds for removal from the casual roster.

11.4 Seniority

- (a) The Employer shall maintain and provide annually to the Union a current seniority list of casual Employees by classification.
- (b) Casual Employees shall accrue seniority on a straight-time hourly basis and are covered by all provisions of the Collective Agreement except Articles:

Article 12.4	Re-employment
Article 14	Layoff and Recall
Article 15.2	Work Schedules
Article 17.5	Compensating Time Off
Article 19	Vacation Entitlement
Article 21	Special and Other Leave
Article 22	Maternity, Parental and Adoption Leave
Article 25	Health and Welfare (except 25.5)
Article 24	Sick Leave
Article 28.2	Job Sharing

- (c) Casual Employees shall be entitled to any debriefing and/or counselling in relation to involvement in a traumatic or violent incident.

11.5 Work Experience Participants

- (a) The utilization of Work Experience Participants shall not result in the reduction of hours or the layoff of any regular Employees or the replacement of bargaining unit work.
- (b) For relief purposes in bargaining unit positions, casual Employees shall be called before any Work Experience participants.

11.6 Vacation Pay

Casual Employees will receive vacation pay on each pay cheque. Vacation pay shall be as follows:

Less than 3900 hours	4%
3901 to 21450 hours.....	6%
21451 to 46800 hour	8%
Greater than 46800 hours.....	10%

ARTICLE 12 - SENIORITY

12.1 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 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 approved:
 - (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 and 30 of the Workers Compensation Act in respect of a claim from this Employer, for a maximum of twenty-four (24) months. 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) any absence covered by Medical Employment Insurance;
- (6) union leave;
- (7) pregnancy, parental and adoption leave;
- (8) other approved paid leaves of absence.

12.2 Seniority List

The Employer will provide the Union with a current service seniority list of Employees annually.

12.3 Loss of Seniority

Employees shall lose their seniority as regular Employees and shall be deemed terminated in the event that:

- (a) the Employee is dismissed with just cause;
- (b) the Employee voluntarily resigns his/her employment, and such resignation is put in writing as required by the Employer;
- (c) the Employee abandons his/her position;
- (d) the Employee is on layoff for more than one (1) year; or
- (e) the Employee fails to return to work from lay-off within seven (7) calendar days of recall after being notified by registered 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) calendar day provision after providing the Employer with verification within the seven (7) days.

12.4 Re-employment

A regular Employee who voluntarily resigns their employment and within sixty (60) days is re-hired as a regular Employee shall retain, effective the date of employment, their former seniority and years of service for vacation purposes.

12.5 Bridging of Service

If a regular Employee terminates as a result of a decision to care for a dependent parent, spouse or child, and is re-employed through standard posting and recruitment processes, upon application they shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the Employee must have been a regular Employee with at least two (2) years of service at the time of termination;
- (b) the written resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than four (4) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period of re-employment.

ARTICLE 13 - JOB POSTINGS

13.1 Job Postings and Applications

(a) The nature of the work at Dunsmuir House and Richmond House is such that at times it is necessary for Employees to perform work not normally required in their job and therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an Employee shall not be expected to perform a task for which the Employee is not adequately trained.

(b) If a vacancy is created or a new position is established within the bargaining unit and the position is to be filled for more than three (3) months, the Employer will post the position for a minimum of seven (7) calendar days on the approved bulletin boards. Employees who possess the requisite knowledge, qualifications, skill, availability and ability will be interviewed.

13.2 Application from Absent Employees

The Employer agrees that Employees who will be absent from the workplace for more than seven (7) days, but not more than thirty (30) calendar days shall be permitted to file a written notice that they wish to be considered for specific regular positions that come available during their absence. The Employer will consider such Employees to be applicants for positions previously identified by the Employee that come available during the Employee's absence.

13.3 Temporary Appointments

The Employer may fill positions that are temporarily vacant due to extended sick leaves, LOA's, maternity leave, or during the posting and interview phase of the permanent filling of such position. The above reasons are not exclusive but the Employer must have bona fide reasons to place Employees into positions that are temporarily vacant.

Where it is known that the appointment is to exceed three (3) months, it will immediately be posted for a minimum of seven (7) calendar days on the approved Bulletin Boards. Where an Employee fills the temporary position, Article 27.5 – Substitution Pay, will apply if applicable.

13.4 Selection Criteria

In the filling of bargaining unit positions, when knowledge, qualifications, skill, availability and ability are assessed as comparable, seniority will be the deciding factor.

13.5 Notice of Successful Applicant

The Employer shall, within five (5) calendar days of completing the full recruitment/selection process, inform all bargaining unit applicants of the name of the successful applicant by posting the name of the successful applicant in the same manner in which the vacancy or new position was posted.

13.6 Unsuccessful Applicants

(a) Employees who are not the successful applicant for a position may request, within five (5) calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful. Where possible, a meeting will be held with the Employee within five (5) days to discuss the reasons. If a meeting is not possible, reasons will be provided in writing.

(b) Where an unsuccessful Employee feels that they were not fairly considered, a grievance may be filed at Step 1 within seven (7) calendar days of receipt of the written reasons, outlined in (a) above.

(c) Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit Employees who were applicants.

13.7 Notice to Union

One (1) copy of all postings shall be sent to the designated BCGEU Union Representative at the time of posting.

13.8 New Hire Probationary Period

(a) For the first four hundred and fifty-five (455) hours of continuous service with the Employer, an Employee shall be a probationary Employee. The Employer may extend the probationary period for an additional first four hundred and fifty-five (455) hours for just cause.

(b) The test for just cause for rejection during probation shall include a test of suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description) of the probationary Employee for continued employment in the position to which they have been appointed.

13.9 Trial Assessment Period

(a) If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on a trial period of first four hundred and fifty-five (455) hours.

(b) Conditional on satisfactory service (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the Employee shall be confirmed in the position after that period.

(c) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new position, the Employee shall be returned to their former position, providing it still exists, and without loss of seniority or wage rate. Should the former position not exist, the Employee will be placed in an equivalent vacant position and will have the ability to exercise their rights under Article 14 (Layoff) should there be no vacancy.

Any other Employees affected by the above will follow the same procedure as outlined.

(d) The trial period may be waived by mutual agreement between the Union and the Employer.

ARTICLE 14 - LAYOFF AND RECALL

In the event of reduction in services affecting thirty-five percent (35%) or more of the bargaining unit, transfer or closure, reorganization or downsizing initiative, the Parties shall meet to explore means of achieving a solution to a smooth transition that will be the least disruptive to Employees and the services provided.

This may include, but is not limited to, voluntary departure incentives, equitable distribution of hours, merging of positions, etc.

The Labour Management Committee with the Staff Representative shall meet to determine the feasibility of such a plan.

This Article subscribes to the "*enhanced consultation*" of the Labour Relations Code.

14.1 Layoff

In the event of a layoff, the Employees shall be laid off in reverse order of seniority within a classification as per Article 12.1.

14.2 Advance Notice

The Employer shall notify Employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the Employee has not had the opportunity to work their scheduled shifts during the period after notice of layoff, they shall be paid in lieu of work for that part of the notice period for which work is not available.

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

14.3 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 knowledge, qualifications, skill, availability and ability to perform the required work.

14.4 Pre-layoff Canvas

(a) Prior to the layoff of regular Employee(s) under Article 14.1, the Employer may canvas any Employee or group of Employees to invite:

- (1) placement into a vacant regular position;
- (2) potential job sharing situations;
- (3) resignation with severance as provided for in Article 14.8 as appropriate; or
- (4) where eligible, early retirement.

(b) The Employer will advise the Union and Employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvas.

(c) Where an Employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the Employee, subject to the Agreement of the Employer.

(d) The Employer may establish reasonable time periods (generally, seven (7) calendar days) in which responses from Employees will be received in writing for consideration.

(e) Where the pending layoffs are a result of substantial reorganization, affecting 35% or more of the bargaining unit, the Employer will conduct a pre-layoff canvas pursuant to (a) above.

14.5 Layoff Options

An Employee who has been given layoff notice shall, within seven (7) calendar days of receiving layoff notice, elect either:

- (a) bumping as provided for in Article 14.6;
- (b) placement on the recall list as provided for in Article 14.7, for a period of one (1) year;
- (c) severance pay as provided for in Article 14.8.

14.6 Bumping

(a) An Employee who has received layoff notice may elect to bump into a position within any classification at an equal or lower rate of pay provided that:

- (1) the Employee being laid off has the knowledge, qualifications, skills, availability and ability required in the selected position;

(2) the Employee being laid off bumps the least senior Employee in the selected classification.

(b) The Employee will be placed on a trial period not to exceed four hundred and fifty-five (455) hours. Conditional on satisfactory service (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the Employee shall be confirmed in the position after that period. If the Employee is not confirmed in the position, the Employee will not have the right to further bumping and shall within seven (7) calendar days of receiving notice elect either:

- (1) placement on the recall list as provided for in Article 14.7; or
- (2) severance pay as provided for in Article 14.8.

14.7 Recall List

(a) Employee who are laid off may elect to be placed on a recall list. Such Employees shall indicate the equal or lower paid classifications for which they wish to be recalled, provided the Employee being recalled has the knowledge, qualifications, skills, availability and ability required in the selected position.

(b) Employees shall be recalled into the selected positions in order of seniority.

(c) The Employee will be placed on a trial period not to exceed four hundred and fifty-five (455) hours. Conditional on satisfactory service (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the new position, as well as consistent availability for the shifts outlined for the new position), the Employee shall be confirmed in the position after that period. If the Employee is not confirmed in the position, the Employee shall within seven (7) calendar days of receiving notice elect either:

- (1) re-placement on the recall list as provided for in Article 14.7 for the remainder of the fifty-two (52) week period; or
- (2) severance pay as provided for in Article 14.8.

14.8 Severance Pay

An Employee who is laid off and selects severance pay shall receive severance pay at the following rate:

- (a) six (6) to thirty-six (36) months of continuous service two (2) weeks
- (b) each additional year of continuous service one (1) additional week

In all cases, the severance will be a maximum of eight (8) weeks.

ARTICLE 15 - HOURS OF WORK AND SCHEDULING

15.1 Hours of Operation

The Employer shall establish the hours of operation at each worksite. The Employer shall consult with the Union in the event that they are contemplating changes to the work schedules.

15.2 Work Schedules

(a) *Non Flexible Work Schedules*

(1) Hours of work Agreements, including starting and finishing times, shall be discussed at the worksite level by job classification. Discussions shall include consideration of flexible work

schedules, modified workweeks and compressed workweeks, where appropriate in light of operational requirements.

(2) Within the work schedules discussed in accordance with paragraph (a), Employees shall be entitled to exercise seniority in the selection of days of work and shifts within a classification. Such selection shall be made only upon the creation of a new shift or a shift becoming vacant.

(3) Where practical, Employees are entitled to fourteen (14) calendar days notice of any change in their respective work schedules. In situations that are beyond the control of the Employer, the Employer may give notice of less than fourteen (14) calendar days.

(4) Employees who become aware that they are not going to be able to report for work as scheduled, are obligated to provide advance notice to their immediate supervisor to allow the Employer time to cover the absence.

(5) Employees whose schedules are changed without the advance notice specified in (c) above, cannot be disciplined if they advise that they cannot comply with the changed starting and finishing times for the first shift of the new schedule.

(6) Employees may exchange shifts with other Employees in the same job classification with prior authorization of the Employer and the Employer shall not unreasonably withhold authorization. There shall be no increased cost to the Employer should Employees exchange shifts with the Employer's authorization. Once the Employer has authorized the exchange of shifts there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

(b) *Flex Time*

For the purpose of this Agreement, flex-time means hours worked by Employees who are given authority by the Employer to choose their starting and finishing times, the length of their work day, and days off, for the purpose of providing flexible and accessible service to clients, and providing that:

(1) the work day shall not exceed ten (10) hours, and

(2) full-time Employees shall perform work on at least four (4) days in any calendar week, and

(3) Employees shall continue to be subject to periodic specific instructions from the Employer to attend at particular places and/or particular times, as required.

15.3 Rest Periods

(a) It is understood that rest periods cannot always be accommodated on a scheduled basis. Therefore, while it is understood that Employees will be provided with rest periods as outlined in (b) below, the breaks will be taken to best accommodate the needs of the residents and clients. Should those needs preclude a specific break, the Employee and the Supervisor will mutually agree to an alternative time.

(b) Rest periods will normally be fifteen (15) minutes. For each work period in excess of six (6) hours, one (1) rest period with pay will be taken before and one (1) after the meal period. For work periods of three and one-half (3 ½) hours, but not more than six (6) hours, one rest period will be taken.

(c) The Employer agrees that an Employee's voluntary attendance at devotional services, where scheduling permits, held at the Employer's worksite shall not constitute use of the rest period.

15.4 Meal Periods

- (a) Meal periods for shifts in excess of five (5) hours shall be as close as possible to the middle of the workday and shall be one half (½) hour unless otherwise specified. With the exception of (b) below, meal periods are unpaid.
- (b) Employees who are required to be available to the Employer during the meal period, or who are recalled to work during their meal period, shall be paid at straight time rates for the meal period.

15.5 Break Room – Area

The Employer will provide a designated area for the use of the Employees at each of the Employer's worksites for breaks.

15.6 Minimum Daily Pay

- (a) The Employer shall pay the Employees a minimum of two (2) hours pay at their regular rate of pay upon reporting to work as required by the Employer.
- (b) Where an Employee commences work, they shall receive a minimum of four (4) hours pay at their regular rate of pay.
- (c) Notwithstanding (b) above, Employees required to attend staff meetings during off-duty hours shall be paid at straight time rates for the duration of the meeting or a minimum of two (2) hours, whichever is greater.

15.7 Days of Rest

All shifts schedules established by the Employer shall provide each Employee with at least two (2) consecutive days of rest each week.

15.8 Hours of Work – Part-time Employees

- (a) Part-time Employees who indicate an interest in working additional hours shall be offered 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. The Call-In Procedure will apply. These hours shall be credited to regular seniority.
- (b) Article 11.3(b) shall apply to permanent part-time Employees who have indicated their availability to work Casual shift hours. It is understood that 11.3(b) shall only apply, for those shifts and not the Employee's regularly scheduled shifts.

ARTICLE 16 - CLASSIFICATION AND RECLASSIFICATION

16.1 Job Descriptions – New and Changed Positions

- (a) While the Parties recognize the requirement for flexibility of specific duties, the Employer agrees to provide the Union with job descriptions for those classifications in the bargaining unit.
- (b) Where a new or substantially altered job classification covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. Job Descriptions presented to the Union shall become the recognized job descriptions unless grieved by the Union within sixty (60) calendar days of presentation.
- (c) Where the Union objects in writing, it shall provide specific details of its objections, which shall be limited to whether:
 - (1) the job description accurately describes the type of duties and level of responsibilities:

- (2) the job is properly remunerated in relation to the existing wage schedule; and
- (3) any qualifications established for the job are relevant and reasonable.

(d) If the classification and/or wage rate established by the Employer for the new or changed 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 17 - OVERTIME

17.1 Authorization

An Employee who is required to work overtime shall be entitled to overtime compensation when:

- (a) the overtime worked is authorized in advance by the Employer; and
- (b) the Employee does not control the duration of the overtime worked.

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 (in consultation with the Labour/Management Committee) 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.

17.2 Overtime Compensation

(a) *NOT ON a Flexible Work Schedule*

- (1) the Employer must pay Employees who work over eight (8) hours per day:
 - (i) one and one-half times (1.5x) the Employee's regular wage for the time over eight (8) hours; and
 - (ii) two times (2x) the Employee's regular wage for any time over eleven (11) hours.
- (2) The Employer must pay an Employee who works over forty (40) hours per week:
 - (i) one and a half times (1.5x) the Employee's regular wage for the time over forty (40) hours, and
 - (ii) two times (2x) the Employee's regular wage for any time over forty-eight (48) hours.
- (3) for the purpose of calculating weekly overtime under (2) above, only the first eight (8) hours worked by an Employee in each day are counted, no matter how long the Employee works on any day of the week.

(b) *ON a Flexible Work Schedule*

- (1) The Employer must pay an Employee who is on a flexible work schedule and who works more than an average over the shift cycle of ten (10) hours or forty (40) hours a week:
 - (i) one and one-half times (1.5x) the Employee's regular wage for the time over forty (40) hours; and
 - (ii) two times (2x) the Employee's regular wage for any time over forty-eight (48) hours.

17.3 Sharing of Overtime

Overtime shall be allocated equitably to qualified Employees within the same classification considering their availability and location.

17.4 Overtime Pay

Overtime pay shall be paid to the Employee on the payday that follows the submission of the overtime entitlement prior to the payroll cutoff date.

17.5 Compensating Time Off

- (a) At the time timecards or timesheets are collected, the Employee may advise in writing of their preference to receive compensating time off at the applicable overtime rate, or to receive payment at the applicable overtime rate, or to receive a combination of compensating time off and overtime pay.
- (b) If an Employee opts to take any compensating time off, such time off shall be scheduled by mutual agreement and shall be scheduled no later than the end of the calendar year upon submission of the written request.
- (c) If compensating time off is not scheduled, the Employee shall be paid at the applicable overtime rate on the next payday.
- (d) In extenuating circumstances, an Employee who has elected to take compensating time off may, instead, elect to receive overtime pay to be paid on the payday that follows the submission of the pay request. The deadline for such requests shall be 4:00 p.m. on the Friday preceding the regular pay delivery date.

17.6 Meals during Overtime

When an Employee is required to work in excess of two and one-half (2.5) hours overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal.

17.7 Hours Free from Work

- (a) The Employer must either:
 - (1) ensure an Employee has at least thirty-two (32) consecutive hours free from work each week; or
 - (2) pay the Employee double the straight time rate worked by the Employee during the thirty-two (32) hour period the Employee would otherwise be entitled to have free from work.
- (b) The Employer must ensure that each Employee has at least eight (8) consecutive hours free from work between each shift worked, except in case of an emergency.
- (c) The Employer will make significant efforts to accommodate regular Employees who indicate they would prefer not to work overtime.
- (d) Where an Employer requires an Employee to work overtime, after being informed that the Employee will incur directly related additional costs the Employer will reimburse the Employee for reasonable and cost-effective additional costs.
- (e) The Employer must not require or directly or indirectly allow an Employee to work excessive hours or hours detrimental to the Employee's health and safety.

17.8 Overtime on a Statutory Holiday

- (a) An Employee who is required to work on a Statutory Holiday shall be paid for that day:

- (1) one and one-half times (1.5x) the Employee's straight time rate for the time worked up to eleven (11) hours; and
 - (2) two times (2x) the Employee's straight time rate for any time worked over eleven (11) hours.
- (b) In addition, the Employee may choose one of the following:
- (1) a working day off with pay, scheduled by mutual agreement or;
 - (2) payment at the straight time rate in lieu of the day off except where not taking the day off would qualify a regularly scheduled shift for overtime rates.

ARTICLE 18 - STATUTORY AND PAID HOLIDAYS

18.1 Statutory Holidays

- (a) The following have been designated as statutory holidays:

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

- (b) The following have been designated as non-statutory paid holidays:

Easter Monday
Boxing Day

The above days will be compensated as if they are statutory holidays.

18.2 Holidays Falling on a Saturday or a Sunday

- (a) For an Employee who work week is from Monday to Friday, and when any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday.
- (b) 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.

18.3 Holiday Falling on a Day of Rest

When a statutory or paid holiday falls on a regular Employee's day of rest, the Employee shall be entitled to an equal number of hours off with pay in lieu of the holiday or the equivalent cash compensation.

18.4 Holiday falling on a Scheduled Work Day

An Employee who is required to work on a designated holiday shall be compensated as outlined in Article 17.8.

18.5 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.

18.6 Christmas or New Year's Day Off

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

18.7 Alternative Days Off

Employees are entitled to up to two (2) days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Article 18.1. Such leave shall not be unreasonably withheld by the Employer where the request is received at least fourteen (14) days in advance, but it shall not have any increase in cost to the Employer. Additionally, Employees may use banked time.

18.8 Scheduling of Lieu Days

Every reasonable effort will be made to schedule days off in lieu of statutory holidays as additions to the Employee's regular days off, except where the Employer and Employee agree otherwise. The lieu day shall be scheduled by mutual agreement. A maximum of five (5) days may be banked to be used concurrently, but not in conjunction with regular vacation unless scheduling/coverage permits.

ARTICLE 19 - VACATION ENTITLEMENT**19.1 Annual Vacation Entitlement**

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

Completed Service	Vacation Time
Less than 2 calendar years	two (2) weeks
Second (2nd) to Eleventh (11th) calendar years	three (3) weeks
Twelfth (12th) to twenty-fourth (24th) calendar years	four (4) weeks
Twenty-fifth (25th) calendar year and thereafter	five (5) weeks

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

- (c) A regular part-time Employee shall earn vacation on a prorata basis.

19.2 Vacation Pay

- (a) Vacation pay will be calculated according to the following schedule. Employees with:

Less than (2) calendar years of service:	4% of total wages
2-11 calendar years of service:	6% of total wages
12-24 calendar years of service:	8% of total wages
25 or more calendar years of service	10% of total wages

- (b) Casual Employees will be compensated a percentage of wages on each pay in accordance with Article 11.6.

- (c) Once per calendar year upon twenty-one (21) calendar days written notice, a regular Employee shall be entitled to receive prior to commencement of vacation, a payroll advance equivalent to the amount of the vacation pay cheque that would be issued during the vacation period.

19.3 Vacation Scheduling

- (a) Vacations will be taken before the end of the calendar year without carry-over, except as specified in Article 19.7. Vacation may be taken anytime during the calendar year, but under normal circumstances it should not be taken consecutive to a previous year's vacation. The scheduling of vacation must be mutually agreed to by the Employee and Employer designate.
- (b) Vacation schedules shall be circulated for staff application by March 1st of each year within each department and the completed schedule shall be approved and posted by April 1st.
- (1) The maximum number of Employees within a department to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
 - (2) Vacations shall be granted on the basis of service seniority within a department. Employees who do not exercise their seniority rights by April 1st, will not be entitled to exercise those rights in respect to any vacation time previously selected by an Employee with less seniority.
 - (3) Employees shall be entitled to receive their vacation in an unbroken period, subject to the vacation choice of more senior Employees. Employees who decide to break their entitlement into more than one unbroken period, will be entitled to use their seniority for only one such unbroken period in a calendar year.
 - (4) Employee vacation selections submitted after April 1 will be considered on a first-come, first-serve basis.
 - (5) 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 without the agreement of those Employees.
 - (6) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency (as per (5) above), except by mutual agreement between the Employee and the Employer.
- (c) An Employee who voluntarily transfers to another department where the vacation schedule has already been completed will not be entitled, for that year only, to exercise their seniority rights in the new department. Unless changed by mutual agreement, the Employer will make reasonable efforts to grant vacation at the time of the Employee's original choice.
- (d) Where an Employee is transferred at the Employer's request, the Employee's vacation shall not be changed other than in cases of emergency (as per (b) (5) above), except by mutual agreement.

19.4 Call Back From Vacation

Employees who have commenced their annual vacation shall not be called back to work, other than in cases of emergency.

19.5 Vacation Entitlement Upon Death

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

19.6 Vacation Credits Upon Termination of Employment

Employees leaving employment will be paid for any earned but unused vacation credits. The Employer will recover any unearned vacation credits from the final paycheque where an Employee has used more vacation credits than has been earned at the date of termination.

19.7 Vacation Carryover

A single vacation period, which overlaps the end of the calendar year (December 31st), shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining December 31st, shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

19.8 Sick Leave during Vacations

When an Employee is sick or injured during the Employee's vacation period, the Employee shall be eligible for sick leave, as outlined in Article 24 – Sick leave. The vacation period so displaced shall be taken at a mutually agreed time. An Employee intending to claim displaced vacation leave must advise the Employer and provide a Doctor's report covering the period of sickness within seven (7) calendar days of returning to work. Where the leave will be extended due to continued sickness of the Employee, the Employee will be responsible to advise the immediate supervisor prior to their expected return date for scheduling purposes.

ARTICLE 20 - EDUCATION LEAVE

20.1 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. Wherever possible, contingent upon operational requirements, course attendance will be scheduled to occur during regular working hours. Where an Employee is required to attend outside of regular scheduled hours, straight time pay will apply for the hours in attendance.

20.2 In-Service Education

- (a) Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages. At the Employee's request, the Employer will continue to endeavour to replace Employees for all or part of a shift abutting mandatory in-service education seminars.
- (b) Where the in-service education takes place outside of the Employee's regularly scheduled work hours or days, and attendance is voluntary, the Employee will not be paid.

ARTICLE 21 - SPECIAL AND OTHER LEAVE

21.1 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 their 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 normally 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 a relative with whom the Employee permanently resides.

In the event of the death of the Employee's brother-in-law or 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 reasonable effort will be made to grant additional compassionate leave of absence without pay if required by the Employee.

21.2 Court Appearances

- (a) Regular Employees, other than Employees on leave without pay, who are required to serve as jurors or witnesses in any Provincial or Federal court, provided such court action is not occasioned by the Employee's private affairs, shall be granted leave of absence without loss of regular pay and benefits for the duration of the court duty.

Such Employees will be responsible for keeping the Employer informed of anticipated length of absence.

- (b) An Employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them 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.

21.3 Full-Time Public Duties

The Employer shall grant, on written request with reasonable notice of not less than thirty (30) calendar days, leave of absence without pay or benefits and without gain or loss of seniority:

- (a) for Employees who have filed nomination papers 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 one (1) term in office to a maximum of five (5) years;
- (c) for Reserve Duty and Training for the Canadian Armed Forces for a maximum period of one (1) year.

21.4 Family Responsibility Leave

It is recognized in today's labour force, with both parents working and the reality of many single parent families, situations occur from time to time when matters need to be taken care of.

Up to two (2) days paid leave per calendar year will be granted to meet responsibilities related to care, health and education of a child or member of a family. An additional three (3) days of unpaid leave will be granted for the same purpose.

Employees without children may also use such leave for medical or dental appointments.

ARTICLE 22 - MATERNITY, PARENTAL AND ADOPTION LEAVE

22.1 Maternity Leave

- (a) An Employee is entitled to a maternity leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or for a shorter period as 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 notice of at least four (4) weeks 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 clause 22.1(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) shall be given in writing to the Employer at least twenty-one (21) days before the date that the Employee indicates she intends to return to work, and the Employee must furnish the Employer with a certificate from a medical practitioner 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, without pay, not to exceed a total of six (6) additional consecutive weeks. To qualify, the Employee must supply a certificate from a medical practitioner verifying the necessity of the leave.

22.2 Parental Leave

(a) Upon written request an Employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks (thirty-five weeks for the birth mother) without pay or a shorter period if 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 22.1 (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 birth mother, immediately following the end of the maternity leave taken under Article 22.1, unless the Employer and Employee agree otherwise;

(2) in the case of 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 medical practitioner, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

22.3 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 Article 19 – Vacation Entitlement and Article 25 – Health and Welfare. The Employer shall continue to pay its share of the insurance premiums to Health and Welfare Plans and the Employee shall be responsible to continue to pay his/her share of the insurance premiums during the leaves.

Failure by the Employee to remit monthly premiums within thirty-one (31) days of due date will result in cancellation of benefits, and reinstatement after these leaves will be contingent upon medical clearance (at Employee's cost) by the insurers.

22.4 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 to had the leave not been taken, or, if the position no longer exists, Employees may exercise their rights in accordance with Article 14 – 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 22.4(a).

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.1 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.

23.2 Occupational Health and Safety Committee

- (a) The Parties agree that a Joint Occupational Health and Safety Committee will be established for Dunsmuir House and be governed in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers Compensation Act. The Committee will consist of an equal number of Employer and Union representatives.
- (b) Richmond House will comply with the requirement to have a Health and Safety Policy and Program, including provision for a Union Health and Safety Representative.
- (c) The Occupational Health and Safety Committee will meet once a month. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular working hours. Every effort will be made to schedule meetings within regular hours.
- (d) An Employer Representative and a Union Representative shall alternate in presiding over the meetings.
- (e) The Committee shall have the power to make recommendations to the Parties on the following:
 - (1) Workplace Health and Safety Issues; and

- (2) Workplace Health and Safety Training Programs for Employees.
- (f) Minutes of the Committee meetings, approved by the Union and Employer co-chairs:
 - (1) will be transcribed by the Alternating Chair and distributed to Committee members;
 - (2) will be circulated and discussed at Management Team Meetings;
 - (3) will be responded to in writing by the Employer or the Employer Designate.

23.3 Transportation of Injured Worker

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 a work-related injury 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.

23.4 Unsafe Work Conditions

No Employee shall be disciplined for refusal to work on a job, which the Employee believes to be 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 or Union Health and Safety Representative 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.

23.5 Critical Incident Stress Debriefing

A critical incident stress debriefing session shall be made available and promoted to Employees, as soon as possible after a critical workplace incident occurs. Leave to attend such a session will be without loss of pay. Those Employees attending outside of their regular work hours, shall be compensated for the actual time in attendance only at straight time.

Employees who have suffered a serious work related traumatic incident of an unusual nature who are sent home after such an incident, shall receive payment for the remainder of the shift without deduction from sick leave.

Employees requiring long-term assistance in dealing with a critical workplace incident will have access to the Employee and Family Assistance Program.

23.6 Injury Pay Provision

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

23.7 Training

- (a) Where an Employee is required by the Employer to attend a course for the purpose of safety training, the leave shall be considered Education Leave pursuant to Article 20.
- (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 the safe handling of material and products. The Employer will make readily available information, manuals and procedures for these purposes.

23.8 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 to 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 Employees.
- (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 where the potential risks of violence require that specific measures be in place. It is understood that this provisions is at no cost to the Employer.
- (d) With regard to critical incident stress debriefing, refer to Article 23.5.
- (e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

23.9 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious disease among Employees, including in-service seminars for Employees, and the provision of Hepatitis B and Hepatitis A 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 examinations, vaccinations, 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.

ARTICLE 24 - SICK LEAVE

24.1 Sick Leave

It is understood that sick leave is intended to assist Employees who are not able to attend work because of legitimate personal illness or injury.

- (a) Regular permanent Employees who have completed their probationary period shall accumulate sick leave credits on the basis of eight (8) hours for every 176 hours of work to a maximum of 680 hours.
- (b) Sick leave pay shall be based on scheduled work hours lost.

24.2 Medical Confirmation

- (a) The Employer will require a doctor's medical report where the Employee has been absent for four (4) consecutive days of work at the Employer's expense.

(b) Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may require a doctor's medical report at the Employer's expense.

24.3 Employee Responsibilities

(a) The Employee shall inform his/her immediate supervisor as soon as possible in advance of the scheduled shift, of an inability to report to work because of personal illness or injury. The Employee shall inform the Employer of the date of return to duty, in advance, for scheduling purposes. A minimum of two (2) week's advance notice is required in the case of long-term sick leave absences.

(b) When an Employee has not provided a Doctor's note or certificate of medical absence as requested by the Employer within three (3) working days of return to work, they will be considered to have been ineligible for sick leave.

24.4 Duration of Sick Leave

In no case shall sick leave for any one (1) absence exceed a period of 680 hours. When the provisions of this plan have been exhausted, eligible Employees have access to Employment Insurance Sickness Benefits and/or Long Term Disability Plan benefits if they qualify.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All regular permanent Employee whether full-time or part-time, may choose to be covered by the British Columbia Medical Plan Benefits following completion of probation and premium rate shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the applicable single premium.

25.2 Extended Health, Dental and Group Life Benefits

The current practice of the Employer with regard to the Extended Health Care Plan, the Dental Plan, and the Group Life Plans outlined in "*Taking Care*" – The Salvation Army Employee Health and Wellness Program – Benefit Plan; Handbook shall continue for the term of this Collective Agreement. The benefits include: Basic Life Insurance, Optional Life Insurance, Basic Accidental Death and Dismemberment; Voluntary Accidental Death and Dismemberment; Extended Health Benefits; Optional Health Benefits; Dental Care Benefits; Optional Dental Care Benefits and Core and Enhanced Long Term Disability Benefits.

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 for permanent Employees working twenty-five (25) or more regularly scheduled hours per week.

Long Term Disability Benefits: To be eligible for Long Term Disability (LTD) Benefits, Employees must work thirty (30) or more regularly scheduled hours per week. All eligible Employees are required to participate in the Long Term Disability (LTD) program. Long Term Disability (LTD) premiums will be paid by the Employee.

The Employer will provide all eligible Employees with the above-referenced handbook.

25.3 Registered Retirement Savings Plan

Permanent full-time or part-time Employees will be automatically enrolled in the Group RRSP Plan outlined in the "*Group Registered Retirement Savings Plan for the Employees*" brochure as follows:

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

Completed Years of Service	Employer Contribution
2 to 5 years.....	3%
6 to 10 years.....	3.25%
11 to 15 years.....	3.50%
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 Employer. 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 Registered Retirement Savings Plan brochure.

25.4 Employee and Family Assistance Program

The Employer shall provide an Employee and Family Assistance Program (EAP) for all Employees and their eligible dependents.

The Employer will provide all Employees with the EAP brochure.

25.5 Unusual Traumatic Incidents

Upon recommendation from a medical practitioner, the Employer will provide regular Employees with up to ten (10) day's sick leave per calendar year to assist in the recovery from a work-related stress disorder due to an unusual traumatic incident. In the event that the regular Employee does not have sufficient sick leave banked, the Employer shall grant the additional sick leave.

For the purpose of this clause:

(a) Regular Employees shall mean part-time or full-time Employee who are eligible for sick leave.

(b) An unusual traumatic incident is understood to include situations such as suicide, violent assaults, deaths, etc.

As appropriate, the Employee will be required to apply for Workers' Compensation benefits. In the event coverage is approved, the Employer will be refunded monies already paid to the Employee, under this Article, and such sick time will be re-instated to the Employees sick bank.

ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY

26.1 Uniforms

The Employer shall supply and maintain uniforms for Employees who are required to wear same.

26.2 Protective Clothing

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

26.3 Return of Employer Property on Termination

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. Where Employer property is not returned, or is returned in unsatisfactory condition, excluding normal wear and tear, the Employee will be responsible to pay the Employer a sum equal to the replacement value.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

Richmond House Employees shall be paid on the Thursday of every other week. Dunsmuir House Employees shall be paid on the Friday of every other week. Should operational needs require a change, the Employer will consult the Union to ensure there is no shortfall for Employees during the transition.

27.3 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 C and are effective on the dates specified
- (b) The distribution of paycheques or paystubs shall be done in such a manner that the details of the paycheques or paystubs shall be confidential.

27.4 Rate of Pay on Reclassification

Employees promoted or reclassified to a higher paying position, will receive the rate of pay for that position.

27.5 Substitution Pay

- (a) An Employee temporarily substituting in or performing the principal duties of a higher paying position, for a minimum of one-half ($\frac{1}{2}$) day, will receive the regular rate for that classification for the period of substitution.
- (b) When operationally feasible, in the view of the Employer, substitution to a higher paying classification shall be offered to Employees in the next lower classification possessing the knowledge, skills, qualifications, availability and ability required for the higher paying position, in order of seniority.
- (c) An Employee temporarily substituting in, or performing the principal duties of a lower paying classification, at the Employers request, shall receive their normal rate of pay.

27.6 Meal Allowance

Employees on the Employers business away from their worksite and with the prior approval of the Employer shall be entitled to reimbursement for receipted meal expenses incurred to the maximum set out below. This article shall not apply to Employees who, on a day-to-day basis do not work in a fixed location.

Breakfast	\$ 8.50
Lunch	\$10.50
Dinner	\$19.25

27.7 Travel Expenses

The Employee shall pay reasonable travel expenses to the Employee when they are doing business for the Employer locally. This includes, but is not limited to, bus fare and parking charges. It is understood that the Employee must provide receipts.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Copies of Agreement

The Union and the Employer desire that every Employee be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to Employees. The Union shall arrange for printing and distribution of the Collective Agreement. The Union shall provide sixteen (16) copies to the Employer.

28.2 Job Sharing

Before implementing any job sharing arrangement, the Employer and the Union will develop a written agreement.

28.3 Personal Duties

The Employer will not require Employees to perform duties of a personal nature for supervisory personnel which are not work related.

28.4 Indemnity

Except where there has been willful negligence on the part of an Employee, the Employer will:

- (a) indemnify and save harmless Employees from any liability action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

28.5 Criminal/Civil Offenses by Residents or Clients

The Employer agrees that where there are reasonable grounds to believe a resident or client has committed a criminal offence against an Employee, the Employer will provide necessary leave, without loss of pay or benefits, to the Employee to support the Employees pursuit of criminal charges and/or alternative corrective remedies.

28.6 Resident or Client Information

The Employer shall provide Employees with the information known to the Employer, regarding a resident or client that is necessary for the Employees to safely carry out their duties.

Any information about residents or clients of Dunsmuir House and Richmond House which is learned by an Employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each Employee is expected to respect this confidentiality and take all reasonable precautions to safeguard it. Failure to maintain the confidentiality of resident/client information may result in disciplinary action.

28.7 Vehicle Allowance

Vehicle allowances for all distances traveled while on Employer business shall be paid to Employees required to use their own vehicles in the performance of their duties. This does not include travel to and from work. Vehicle allowance shall be thirty-five cents (\$0.35) per kilometer. Vehicles driven on Employer business will be in compliance with ICBC Regulations.

ARTICLE 29 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by Employees covered by this Collective Agreement which would result in the layoff of such Employees.

It is understood by both parties that the use of volunteers, student placements, residents, clients, CSC program participants, and work experience participants will not be considered contracting out.

ARTICLE 30 - TERMS OF AGREEMENT

30.1 Duration

This Agreement shall be binding and remain in force and effective from April 1, 2002 to March 31, 2005. All provisions of the Agreement are effective the date of ratification by both Parties 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, 2004 but in any event not later than midnight, January 31, 2005.
- (b) Where no notice is given by either Party prior to January 31, 2005, both Parties shall be deemed to have been given notice under this Section on January 31, 2005, and thereupon Clause 30.3 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 30.3, the parties shall, within thirty (30) 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.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

George Heyman, President

The Salvation Army Territorial Headquarters
Toronto, Ontario

Ron Cassidy, Bargaining Committee

The Salvation Army Territorial Headquarters
Toronto, Ontario

Tim Pisesky, Bargaining Committee

The Salvation Army Divisional Headquarters
BC South, Burnaby, BC

Surrinder Paul, Bargaining Committee

Major George Perkin,
Executive Director of Dunsmuir House

Lynda Morrice, Staff Representative

Les McAusland,
Director of Richmond House

Signed and dated this _____ day of _____, 2003.

APPENDIX A - DEFINITIONS

1. "*Casual Employees*" are employed on an "*on call*" basis to cover absences due to sick leave, vacation, or other approved leaves, or to augment staff during peak periods or periods of staff shortage.
2. "*Employer*" means The Salvation Army Dunsmuir House and The Salvation Army Richmond House.
3. "*Job Description*" means position description.
4. "*Leave of Absence with Pay*" means to be absent from duty with permission but with pay.
5. "*Leave of Absence without Pay*" means to be absence from duty with permission but without pay.
6. "*Regular Full Time Employee*" means an Employee who is appointed to a regular scheduled position and is regularly scheduled to work full-time (thirty or more hours per week). 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 regular scheduled position and is regularly scheduled to work but works less than full time. A regular part-time Employee is entitled to al of the benefits outlined in the Agreement except where otherwise specified.
8. "*Volunteers*" – means members of the public, CSO participants or student placements who volunteer their time in various capacities which are supernumerary to the work being done by Employees. Volunteers shall not be considered Employees for the purposes of this Collective Agreement.
9. "*Residents*" means people who reside at a location of Dunsmuir House or Richmond House. Residents shall not be considered Employees for the purposes of this Collective Agreement, except those who are employed in bargaining unit positions. For Residents who are employed by Dunsmuir House or Richmond House, their employment and residency are distinct contractual relationships.
10. "*Clients*" means people who are receiving services, including emergency overnight accommodation at Dunsmuir House or Richmond House. Clients shall not be considered Employees for the purposes of this Collective Agreement.
11. "*CSC Program Participants*" means residents who reside at Dunsmuir House or Richmond House who are under contractual supervision with Corrections Services Canada, and who are involved in work experience under the supervision of staff. CSC Program Participants shall not be considered Employees for the purposes of this Collective Agreement and shall not result in a reduction of hours or layoff of any regular Employees.
12. "*Work Experience Participants*" means specific longer-term residents/clients involved in work experience within Dunsmuir House or Richmond House under the supervision of staff, for the purposes of assisting these residents/clients in acquiring experience, skills, and self esteem. Work Experience Participants shall not be considered Employees for the purposes of this Collective Agreement.
13. "*Availability*", Employee must be available for shifts or a set shift schedule that shall fall within the parameters of Article 15.

APPENDIX B – LIST OF ARBITRATORS

Jim Dorsey
Heather Laing
Colin Taylor
Joan Gordon

APPENDIX C - WAGE SCHEDULE

Classification	April 1/2003 Rate	April1/2004 Rate
Room Attendant	\$10.55	\$11.22
Janitor	\$11.00	\$11.66
Cook	\$11.80	\$12.51
Desk Clerk	\$11.80	\$12.51
Accounting Clerk	\$12.05	\$12.30
Handyman	\$12.95	\$13.72
Caseworker	\$18.60	\$19.00
Richmond House Supervisor	\$12.46	\$13.20

1. The Probationary Rate will be \$0.50 below the Regular Wage Rate.
2. All Employees working in the classification of Caseworker will be eligible for a 2.5% salary increase effective April 1, 2002. Employees working in all other classifications will receive a 4% salary increase effective April 1, 2002. This will be issued in a lump-sum payment by March 31, 2003.
3. The 4% retroactive payment will include Employees who have left the employ of Dunsmuir/Richmond House, from April 1, 2002 to the date of termination. Cheques will be sent to the last known address.
4. Incumbents with 2002 salaries higher than the Regular Wage Rate (above) for their Classification for 2003 will, upon ratification, receive a lump-sum bonus of \$750.00 on April 1, 2003, in lieu of salary increase for 2003. The bonus will be pro-rated for part-time and casual workers. An equivalent bonus will apply, payable April 1, 2004, where the 2003 salary remains above the 2004 rate.
5. Incumbents with 2002 salaries lower than the Regular Wage Rate (above) for their Classification for 2003, will have their rate increased to the 2003 Rate commencing April 1, 2003. Where 2003 salaries are below the 2004 rate, the salaries will rise to the 2004 rate effective April 1, 2004.
6. RRSP contributions on 2002 retroactive payments are waived.

LETTER OF UNDERSTANDING #1

In the event that Employees who are on lay-off/recall due to the Dunsmuir Facility move go past the recall period under Article 14, the Parties agree to meet with the objective of extending such recall period.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

George Heyman, President

The Salvation Army Territorial Headquarters
Toronto, Ontario

Ron Cassidy, Bargaining Committee

The Salvation Army Territorial Headquarters
Toronto, Ontario

Tim Pisesky, Bargaining Committee

The Salvation Army Divisional Headquarters
BC South, Burnaby, BC

Surrinder Paul, Bargaining Committee

Major George Perkin,
Executive Director of Dunsmuir House

Lynda Morrice, Staff Representative

Les McAusland,
Director of Richmond House

Signed and dated this _____ day of _____, 2003.

LETTER OF UNDERSTANDING #2

It is understood that no Employees will purchase any items or materials on behalf of the Employer's business with their own funds. Should the Employer require an Employee to pick up any item or material, a purchase order will be arranged prior, or cheque or cash will be given to the Employee in order to make the purchase.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

George Heyman, President

The Salvation Army Territorial Headquarters
Toronto, Ontario

Ron Cassidy, Bargaining Committee

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Major George Perkin,
Executive Director of Dunsmuir House

Lynda Morrice, Staff Representative

Les McAusland,
Director of Richmond House

Signed and dated this _____ day of _____, 2003.

MEMORANDUM OF AGREEMENT #1 – CALL-IN PROCEDURE

Each department or facility shall maintain a call-in log for the purpose of recording replacement of personnel.

Procedure:

- Call unscheduled part-timers first and then casual staff. A list detailing seniority will be maintained in the call-in log.
- One (1) phone call will be made.
- Should there be no response to the call or the Employee is unavailable to work, the next part-timer or call in staff member will be called in and so on down the list.
- No message shall be left.
- The call-in log shall record the following:
 - Employee called and phone number
 - Shift left vacant
 - Date
 - Time of Shift vacated
 - Time of call to replacement staff; and
 - Response to call (e.g. shift declined, no answer, shift accepted)
- The Employer has the right to call in casuals to maintain contact with the work environment and to limit casual turnover.

Should matters arise out of the above procedure, the Labour/Management Committee shall have jurisdiction to deal with any issues or to change/modify the Memorandum with the agreement of the bargaining principles.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

George Heyman, President

The Salvation Army Territorial Headquarters
Toronto, Ontario

Ron Cassidy, Bargaining Committee

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BC South, Burnaby, BC

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Major George Perkin,
Executive Director of Dunsmuir House

Lynda Morrice, Staff Representative

Les McAusland,
Director of Richmond House

Signed and dated this _____ day of _____, 2003.

MEMORANDUM OF AGREEMENT #2 – RICHMOND HOUSE SUPERVISOR CLASSIFICATION

The parties agree that the Richmond House Supervisor classification wage rates fall below comparable classifications compensation rates in the sector.

Therefore, the parties agree that the Employer will make every effort to secure a classification adjustment increase. In order to facilitate this, a joint committee between the parties will be struck in order to develop a plan to provide information to the funder. The Employer will notify the Union three months, or earlier, prior to meeting with the funder, in order to develop such plan.

Should a classification adjustment be secured:

1. The Richmond House Supervisor classification will receive a classification compensation adjustment prior to, or within the 2005 renewal Agreement, that will bring compensation in line with comparable classifications as agreed to between the parties and,
2. This classification compensation adjustment will be negotiated separately from the general wage increase in the 2005 renewal Agreement.

SIGNED ON BEHALF OF THE UNION

SIGNED ON BEHALF OF THE EMPLOYER

George Heyman, President

The Salvation Army Territorial Headquarters
Toronto, Ontario

Ron Cassidy, Bargaining Committee

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Major George Perkin,
Executive Director of Dunsmuir House

Lynda Morrice, Staff Representative

Les McAusland,
Director of Richmond House

Signed and dated this _____ day of _____, 2003.