

**COLLECTIVE AGREEMENT**

**between the**

**SALVATION ARMY – STEVENSON HOUSE**

**and the**

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

**Effective from April 1, 2001 to March 31, 2003**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

(a) The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both Parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.

(b) The Parties to this Agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

### 1.3 Conflict with Policy

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

### 1.4 Use of terms

(a) *Masculine and Feminine* – The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural* – Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

### 1.5 Human Rights Act

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

## ARTICLE 2 - DEFINITION OF EMPLOYEES

(a) *Full-time employees* – A full-time employee is one who is appointed to a full-time position and is regularly scheduled to work full-time shifts. A full-time employee is entitled to all the benefits outlined in this Agreement.

(b) *Part-time employees* – A part-time employee is one who is appointed to a part-time position with an established part-time schedule and works less than the number of hours constituting full-time employment.

(c) Part-time employees shall be entitled to all benefits in the Collective Agreement on a pro-rated basis, with the exception of Health and Welfare benefits which are subject to the conditions outlined in Article 26.

(d) Part-time employees shall be offered available casual/relief work at the employee's program before casual employees. Such employees must give the Employer written notice of their desire to work additional hours and their availability. Additional hours for part-time employees shall only be

scheduled if the hours do not conflict with the employees' regular hours of work and do not result in overtime. Additional hours worked by a part-time employee within the employees program shall be worked under the terms and conditions of employment applicable to casual employees under this Agreement, except as it applies to seniority under Article 12 and wages as per Appendix A. Additional hours worked at other programs shall be worked under the terms and conditions of employment applicable to casual employees under this Agreement.

(e) *Casual/Relief employees*

- (1) A casual/relief employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
  - (i) paid leave relief;
  - (ii) unpaid leave.
  - (iii) a temporary increase of workload situations.
- (2) The Employer shall maintain a seniority list of casual employees, which shall be posted every six (6) months.
- (3) Casual employees shall accumulate seniority within a program after having worked thirty (30) days on the basis of all hours worked at straight time.
- (4) Casual employees shall be called for work, provided they are qualified, in order of seniority within a program.
- (5) Casual employees shall lose their seniority if they refuse work on three (3) consecutive occasions in a three (3) month period or if they are on layoff for more than twelve (12) months.
- (6) Casual employees are covered by the provisions of this Agreement, except the following Articles: 12, 13, 14, 16, 17, 18, 19, 20, 23, 25.10 (RRSP), and 26. Casual employees will be covered by all applicable provisions of Statutes of British Columbia.
- (7) In lieu of entitlements under Articles 17 and 18, each casual employee will receive ten point two percent (10.2 %) above their rate of pay, for each hour worked, to be included on each paycheque. Casual employees will receive no further compensation under Articles 17 and 18.

### **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

#### **3.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the Parties or by the Labour Relations Board.

#### **3.2 Bargaining Agent Recognition**

The employer recognizes the BC Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certifications.

#### **3.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this Agreement, shall be forwarded to the President of the Union or designate.

### **3.4 No Other Agreement**

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

### **3.5 No Discrimination for Union Activity**

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

### **3.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

A steward shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible a steward or his alternate shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his normal duties, the steward shall notify his supervisor.

The duties of stewards shall include:

- (a) Investigation of complaints of an urgent nature;
- (b) Investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) Supervision of ballot boxes and other related functions during ratification votes;
- (d) Carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) Attending meetings called by the Employer

### **3.7 Bulletin Boards**

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

### **3.8 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer, Union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

### 3.9 Time Off for Union Business

Leave of absence without loss of seniority will be granted in the following manner:

(a) *Without Pay*

- (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 premises of employment;
- (3) for 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 any other Labour Relations body; or
- (5) to representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders;
- (7) to employees designated to sit as an observer on a selections panel in accordance with Clause 24.5.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties pursuant to Article 3.6;
- (2) to employees appointed by the Union as Union representatives to attend Joint Labour/Management Committee meetings during their working hours.

(c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary.

### 3.10 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.

Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

### 3.11 Labour Relations Code

The Parties hereto subscribe to the principles of the Labour Relations Code of British Columbia.

### 3.12 Emergency Services

The Parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

**ARTICLE 4 - UNION SECURITY**

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

**ARTICLE 5 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. This information may be provided on a computer disk.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the Article, the Union must advise the Employer in writing of the amount of its regular monthly dues of assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of the Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.

**ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint any new employee with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number and location of the new employee's steward in the orientation package. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his steward. The

Employer agrees that a Union steward will be given an opportunity to interview each employee within regular working hours, without loss of pay for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

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

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

##### **8.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the

Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **8.2 Union Bargaining Committee**

A Union bargaining committee shall be appointed by the Union and shall consist of up to two (2) members of the Union together with the President of the Union or his designate. The Union shall have the right at anytime to have the assistance of members of the staff of the Union when negotiating with the Employer.

##### **8.3 Union Representatives**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available the orderly and confidential investigation of grievances.

##### **8.4 Labour/Management Committee**

(a) There shall be established a Labour/Management Committee composed of two (2) Union representatives and two (2) Employer representatives. The Parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad-hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) The Committee shall meet at least once every ninety (90) days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

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

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any

other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing grievances and misunderstanding;
- (3) acting as the Safety Committee in accordance with Article 22.3.

## **8.5 Technical Information**

The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

# **ARTICLE 9 - GRIEVANCES**

## **9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) The interpretation, application or alleged violation of the Agreement, including the question of arbitrary; or
- (b) The dismissal, suspension or discipline of any employee in the bargaining unit, shall be resolved in accordance with the following procedures:

## **9.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his steward present such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance, but shall submit the grievances through another steward or Union staff representative.

## **9.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 9.4, must do so not later than thirty (30) 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; or
- (b) On which he/she first became aware of the action or circumstances giving rise to the grievance.

## **9.4 Step 2**

- (a) Subject to the time limits in Section 9.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and

- (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall;
  - (1) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

#### **9.5 Time Limit to Reply to Step 2**

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

#### **9.6 Step 3**

The President of the Union, or his designate, may present a grievance at Step 3:

- (a) within fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) days after the Employer's reply was due.

#### **9.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievances at Step 3.

#### **9.8 Failure to Act**

If the President of the Union, or designate does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

#### **9.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision is due.

#### **9.10 Amending or Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile.

### **9.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

### **9.12 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **9.13 Policy Grievance**

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10.

### **9.14 Technical Objections to Grievances**

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

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### **10.2 Appointment of the Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, an Arbitrator shall be selected from the agreed upon list outlined in Appendix B.

### **10.3 Board Procedure**

The arbitrator may determine his own procedure in accordance with the Labour Code and shall give full opportunity to all Parties to present evidence and make representations. He shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.

### **10.4 Decision of Arbitrator**

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

### **10.5 Disagreement on Decision**

Should either Party disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

### **10.6 Expenses of Arbitrator**

Each Party shall pay one-half (½) the fees and expenses of the arbitrator.

### **10.7 Amending Time Limits**

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

### **10.8 Witnesses**

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned Parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **10.9 Expedited Arbitration**

(a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of

- (1) dismissal
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a Party intends to raise a preliminary objection; and
- (8) demotions.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) 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.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee which may result in his suspension or discharge, the procedure outlined herein shall be followed.

### **11.2 Dismissal and Suspension.**

- (a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, he/she shall be given the reasons in writing, in the presence of a steward provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 11.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

### **11.3 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

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

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

- (d) At the employee's written request any such document other than official evaluation reports, 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.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **11.5 Performance Appraisal**

Where formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indication that the employee disagrees with the evaluation. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and such changes shall be subject to the grievance procedure of this Agreement.

### **11.6 Personnel File**

- (a) An employee, or the President of the union or his/her designate, with written authority of the employee, shall be entitled to review an employee's personnel file exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of file entries as requested. The employee or the President as the case may be, shall give the Employer five (5) working days notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information the course of their duties.

### **11.7 Right to Have Union Representatives Present**

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

### **11.8 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his absence will be presumed to have abandoned his position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **11.9 Probation for Newly Hired Employees**

- (a) All new employees will be subject to a probationary period equivalent to eight hundred and forty (840) hours worked as based on the normal hours of work of a full-time regular employee. Probation for part-time employees shall not exceed six (6) months.

(b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure in Article 9 of this Agreement commencing at Step 3.

## ARTICLE 12 - SENIORITY

### 12.1 Seniority Defined

(a) “*Seniority*” means an employee’s length of service with the Employer. Employees shall be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this Agreement. Seniority for a part time employees shall be accumulated on the basis of hours worked.

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

### 12.2 Seniority List

(a) The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to it’s regular employees:

- (1) employee’s name;
- (2) employee’s service seniority;
- (3) employee’s current classification.

(b) The regular seniority list shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Employer will provide the Union and the Bargaining Unit Chairperson with a copy of the seniority list upon request.

### 12.3 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days’ duration. An employee shall continue to accrue seniority if he/she is absent from work with pay or being compensated by the Workers’ Compensation Board or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause;
- (b) subject to 12.5, he voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff more than one (1) year;
- (d) upon being notified by the Employer by registered mail at his/her last known address that he is recalled from layoff, he fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days;
- (e) he/she is permanently promoted for an excluded position and has passed probation.

## 12.4 Re-employment

An employee who resigns his/her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits, subject to any benefit plan requirements.

## 12.5 Bridging of Service

If a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability, or an aging parent, and is re-employed, upon application he shall be credited with length of service accumulated at time termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) The employee must have been a regular employee with at least three (3) years of service seniority at time of termination,
- (b) The resignation must indicate the reason for termination;
- (c) The break in service shall be for no longer than six (6) years;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Definition of Layoff

“*Layoff*” includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where work should become available, employees will be recalled in accordance with Article 13.

### 13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under 13.2 the Employer may canvass employees in order to invite:
  - (1) placement into a vacant, regular position in the employee’s classification; or
  - (2) placement into a vacant regular position in another classification for which s/he is qualified and would not be a promotion; or
  - (3) placement on the casual call-in and recall lists with no loss of seniority; or (4) resignation with severance as provided in 13.5.
- (b) Where layoff affects a substantial number of employees, the Employer shall canvass the employees pursuant to this Article.
- (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 and subject to the agreement of the Employer.
- (d) Responses from employees to Pre-layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance or a written notice to the employee or group of employees.

### 13.3 Layoff

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

- (a) The individual with the least seniority will be designated for layoff from the classification within that worksite.
- (b) The date the layoff will commence will be identified.
- (c) The employee designated for layoff shall be placed into a vacant regular position in their own classification with the equivalent number of hours. If this is not possible, the employee may choose:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) placement into an equivalent vacant regular position providing they are qualified to satisfactorily perform the duties; or
  - (3) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, provided they are qualified to satisfactorily perform the duties; or
  - (4) to displace the least senior employee in another classification with the equivalent hours provided they are qualified to satisfactorily perform the duties; or
  - (5) to displace the least senior employee amongst the group of employees in the same classification whose hours are up to five (5) hours less per week than the displaced employee; providing they are qualified to satisfactorily perform the duties; or
  - (6) to displace the least senior employee in another classification, whose hours are up to five (5) hours less per week than the displaced employee provided they are qualified to satisfactorily perform the duties; or
  - (7) severance outlined in Article 13.5.
- (d) Bumping right must be exercised within five (5) days of notification of layoff by providing written notice to the Executive Director?.
- (e) Displacements shall not result in a promotion.

### 13.4 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by registered mail. Employees must accept recall within five (5) days of receipt of the registered mail.
- (b) The recall period shall be one (1) year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

### 13.5 Advance Notice

- (a) The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to the following provisions:

- One (1) week after three (3) consecutive months of employment; or
- Two (2) weeks after twelve (12) consecutive months of employment; or
- Three (3) weeks after three (3) consecutive years of employment; or
- Four (4) weeks after four (4) consecutive years of employment; or

Five (5) weeks after five (5) consecutive years of employment; or  
Six (6) weeks after six (6) consecutive years of employment; or  
Seven (7) weeks after seven (7) consecutive years of employment; or  
Eight (8) weeks after eight (8) consecutive years of employment.

### **13.6 Grievances on Layoff and Recall**

Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Definitions**

For the purposes of this Article, “*day*” means a twenty-four (24) hour period commencing at 00:01 hours, and week means a period of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

### **14.2 Hours of Work**

The hours of work of a regular full-time employee will be an average of forty (40) hours per week, inclusive of meal periods, except that the regular full-time hours of a Shift Supervisor shall be thirty-six (36) hours per week, inclusive of meal periods.

### **14.3 Work Schedules**

Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off.

### **14.4 Rest Periods**

- (a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period provided the time is convenient given the care of the client. Employees working a shift greater than eight (8) hours shall be entitled to one (1) additional fifteen (15) minute rest period in each work period of three (3) hours or less.
- (b) Employees working a shift of four (4) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift provided the time is convenient given the care of the clients.
- (c) Rest periods shall be taken without loss of pay to the employees.

### **14.5 Meal Periods**

- (a) All employees shall be entitled to one-half (½) hour meal period in each work period of five (5) hours.
- (b) Meal periods shall be taken without loss of pay to the employee.

### **14.6 On Call**

- (a) Employees required to be on-call shall be paid one dollar (\$1.00) per hour, or portion thereof.
- (b) The minimum on-call requirement shall be four (4) consecutive hours.
- (c) Should the Employer require an employee to have a pager, beeper or a cellular phone available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## ARTICLE 15 - SHIFTS

### 15.1 Exchange of Shifts

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

### 15.2 Shortfall of Shifts

There shall be no pay back for shortfall of annual working hours in the shift systems.

### 15.3 Spilt Shifts

It is understood that there shall be no regularly scheduled “*split shifts*”.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) “*Overtime*” means work authorized by the Employer and performed by an employee in excess of;
  - (1) the scheduled daily hours of a full-time employee;
  - (2) the agreed averaging period.
- (b) “*Straight-time rate*” means the hourly rate of remuneration.
- (c) “*Double time*” means twice the straight-time rate.
- (d) “*Double time and one-half*” means two and one-half times the straight-time rate.

### 16.2 Overtime Entitlement

Overtime entitlement shall be calculated in thirty (30) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than (15) minutes per day.

### 16.3 Recording of Overtime

Employees shall record starting and finishing times a form determined by the Employer.

### 16.4 Sharing of Overtime

Overtime work shall be allocated equitably qualifications, and location of employee.

### 16.5 Overtime Compensation

- (a) time and one-half (1½ x) or the first three (3) hours (two [2] hours, effective October 1, 2001) of overtime on a regularly scheduled workday; and
- (b) double time (2 x) for hours worked in excess of the three (3) hours (two [2] hours, effective October 1, 2001) referred to in (a) above;
- (c) double time (2 x) for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

### 16.6 No Layoff to Compensate for Overtime

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

### **16.7 Right to Refuse Overtime**

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

### **16.8 Call-back Provisions**

Employees called back to work, to work overtime shall be compensated for a minimum of two (2) hours at applicable overtime rates.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her automobile to work the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2.00).

### **16.9 Rest Interval**

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

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

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight time for the days worked up to and
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### **16.11 Authorization and Application of Overtime**

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

Employees working more than one (1) program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

## **ARTICLE 17 - HOLIDAYS**

### **17.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal or provincial governments shall also be a paid holiday.

### **17.2 Holiday Falling on Saturday or Sunday**

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

### **17.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

### **17.4 Holiday Falling on a Workday**

An employee who is required to work on a designated holiday shall be compensated at time and one-half (1½ x) for the hours worked. Regular full-time employees shall also receive a day off in lieu.

### **17.5 Holiday Coinciding With a Day of Vacation**

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

### **17.6 Christmas Day or New Year's Day Off**

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

### **17.7 Paid Holiday Pay**

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

### **17.8 Paid Holidays for Part-time Employees**

Regular part-time employees shall receive four point two percent (4.2%) of straight time pay instead of a day off with pay.

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Vacation Entitlement**

*"Vacation year"*—for the purposes of this Article, a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

An employee's vacation is earned in the calendar year preceding the year in which it is taken.

Effective on date of ratification, regular employees shall earn vacation entitlement as follows:

- (a) Up to 1 years continuous service - 4% of straight-time earnings or equivalent time off with pay
- (b) After 1 years continuous service - 15 working days vacation, based on 6% of straight-time pay
- (c) After 3 years continuous service - 16 working days vacation, based on 6.4% of straight-time pay
- (d) After 4 years continuous service - 17 working days vacation, based on 6.8% of straight-time pay
- (e) After 5 years continuous service - 18 working days vacation, based on 7.2% of straight-time pay
- (f) After 6 years continuous service - 19 working days vacation, based on 7.6% of straight-time pay
- (g) After 7 years continuous service - 22 working days vacation, based on 8.8% of straight-time pay
- (h) After 8 years continuous service - 23 working days vacation, based on 9.2% of straight-time pay
- (i) After 9 years continuous service - 24 working days vacation, based on 9.6% of straight-time pay

After 10 years continuous service - 25 working days vacation, based on 10% of straight-time pay

During the first six (6) months of continuous service an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

**Effective October 1, 2001 - Article 18.1 above shall be replaced by the following:**

The Employer's current practice with respect to earning vacation and the vacation year shall be maintained.

- (a) New employees who have been continuously employed at least six (6) months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

- (1) one (1) year of continuous service – fifteen (15) workdays
- (2) two (2) years of continuous service – fifteen (15) workdays
- (3) three (3) years of continuous service – sixteen (16) workdays
- (4) four (4) years of continuous service – seventeen (17) workdays
- (5) five (5) years of continuous service – eighteen (18) workdays
- (6) six (6) years of continuous service – nineteen (19) workdays
- (7) seven (7) years of continuous service – twenty-two (22) workdays
- (8) eight (8) years of continuous service – twenty-three (23) workdays
- (9) nine (9) years of continuous service – twenty-four (24) workdays
- (10) ten (10) years of continuous service – twenty-five (25) workdays
- (11) eleven (11) years of continuous service – twenty-six (26) workdays
- (12) twelve (12) years of continuous service – twenty-seven (27) workdays
- (13) thirteen (13) years of continuous service – twenty-eight (28) workdays
- (14) fourteen (14) years of continuous service – twenty-nine (29) workdays
- (15) fifteen (15) years of continuous service – thirty (30) workdays
- (16) sixteen (16) years of continuous service – thirty-one (31) workdays
- (17) seventeen (17) years of continuous service – thirty-two (32) workdays
- (18) eighteen (18) years of continuous service – thirty-three (33) workdays
- (19) nineteen (19) years of continuous service – thirty-four (34) workdays
- (20) twenty (20) years of continuous service – thirty-five (35) workdays

## 18.2 Vacation Credits Upon Death

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

## 18.3 Vacation Carryover

(a) A regular employee may carry over up to five (5) days vacation leave per year except that such vacation carryover shall not exceed ten (10) days at any time. An employee shall not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

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

(c) Vacation time shall not be cumulative from calendar year to calendar year for employees whose vacation entitlement is equal to or greater than the vacation entitlement set out in the Health Services and Support - Facilities Subsector Collective Agreement.

## 18.4 Vacation Schedules

(a) Employees shall submit their vacation requests to the supervisor on or before:

- (1) December 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30; and
- (2) April 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

(b) An employee who does not exercise his/her seniority rights by the cut-off dates stipulated above, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

## 18.5 Vacation Preferences

(a) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority within each work unit.

(b) An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

(c) Regular vacations shall have ~priority over vacation time carried over under the provisions of 18.3.

## 18.6 Prime Time Vacation Period

Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year he chooses to take his/her employee entitlement. However, all employees shall be allowed to take their employee entitlement during the period of April 15<sup>th</sup> to October 15<sup>th</sup> inclusive, which shall be defined as the prime time vacation period.

### **18.7 Vacation Schedule Changes**

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

### **18.8 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this section shall only apply when the period of illness or injury is in excess of two (2) days and a note from a physician will be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### **18.9 Call Back on Vacation**

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

## **ARTICLE 19 - SICK LEAVE**

### **19.1 Sick Leave Entitlement**

#### **Sick Leave Credits**

#### *(a) Premium Reduction*

The following sick leave provision may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

#### *(b) Sick Leave Credits*

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of 1.25 days [effective April 1, 2002 - 1.5 days] per month to a maximum of fifty-six (56) days [effective April 1, 2002 - 156 days]. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.

- (c) All sick leave credits are cancelled when an employee's employment is terminated.

### **19.2 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of the return to duty in advance of that date.

**19.3 Conversion of Hours**

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2, sick leave shall be converted to hours on the basis of the normal full-time daily hours of work outlined in 14.2, and deducted based on the number of hours taken as sick leave in accordance with the employee's work schedule.

**19.4 Ineligible for Sick Leave**

An employee is not eligible for sick leave with pay for any period which starts after the date she is on leave of absence without pay, under suspension, layoff, on strike or lockout.

**19.5 Sick Leave Records**

Upon request, an employee shall be advised of the balance of her sick leave credits.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE**

**20.1 Compassionate Leave**

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days with pay may be taken associated with travel.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

**Special Leave**

*Effective April 1, 2002*

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at her regular rate of pay to a maximum of ten (10) days per year for the following:

- (a) Marriage of the employee ..... five (5) days;
- (b) Birth or adoption of the employee's child ..... one (1) day
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member ..... up to two (2) days

## 20.2 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) years;
- (c) For employees elected to a public office for a maximum of (5) years.
- (d) For an employee elected to the position of President or Secretary-Treasurer of the Government and Service Employees' Union, the leave shall be for a period of two (2) years and be renewed upon request of the Union.

## 20.3 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except traveling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he is aware that such leave is required.

## 20.4 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall be granted time off consistent with relevant legislation.

## 20.5 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing.

## 20.6 Course Leave

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

## 20.7 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer, except where leave to take the course has been granted without pay.

## ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

### 21.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 21.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

### 21.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (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) Upon application, employees shall be granted parental leave as follows:
  - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 21,
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,

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

(d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

### **21.3 Leave Without Pay**

All leave taken under Article 21 is leave without pay.

### **21.4 Aggregate Leave**

The aggregate amount of leave of absences from employment that may be taken by an employee under Articles 21.1 and 21.2 in respect of the birth of any one (1) child shall not exceed thirty-two (32) weeks, except as provided under Article 21.1(f) and/or 21.1(d). Where an employee is granted total maternity leave under Article 21.1(a) and 21.1(f) of greater than thirty-two (32) weeks, the employee shall not be entitled to parental leave under Article 21.2.

### **21.5 Return from Leave**

(a) On return from leave, an employee shall be placed in his/her former position. Where the former position does not exist, in an equivalent position.

(b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to 21.1 or 21.2.

### **21.6 Benefit Plan**

If an employee maintains coverage for health and welfare benefits while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

### **21.7 Seniority Rights on Reinstatement**

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

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

### **21.8 Sick Leave Credits**

Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia pertaining to this working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

## 22.2 Working Environment

The Parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

## 22.3 Safety Committee

- (a) the Employer and the Union agree that the policies and guidelines relating to safety and health shall be recommended by the Safety Committee. Unless mutually agreed otherwise, the Committee will meet in accordance with 8.4 (b) to make recommendations on unsafe, hazardous, or dangerous conditions within the aim of preventing and reducing risk of occupational injury and illness.
- (b) the Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and the Employer on the nature and the cause of the accident or injury.
- (c) Committee membership shall be as follows:
  - (1) the Committee shall be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the employees.
  - (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the chairperson is an Employer member, the secretary shall be an employee member, and vice versa.

## 22.4 Unsafe Work

No employee shall be disciplined for exercising his/her right to refuse to do unsafe work pursuant to Section 8.24 of the Industrial Health and Safety Regulations.

## 22.5 Workplace Aggression

Employees who, in the course of their duties, may be exposed to aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide the employee with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate debriefing and post traumatic counselling for individuals who have been physically assaulted will be made available to employees. Where an employee requires time off to attend debriefing it will be without loss of pay.

Where repeated incidents of physical aggression or verbal abuse occur, the Occupational Health and Safety Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

## 22.6 Injury Pay Provision

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

### **22.7 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer, or the employee shall be reimbursed by the Employer.

### **22.8 Employee Check In**

Appropriate procedure will be implemented to ensure the safety of employees who work alone.

### **22.9 First Aid Requirements**

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Standard or Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

### **22.10 Communicable Diseases**

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) Where the Employer is aware of a client with a communicable disease the Employer shall inform the primary care givers about the inherent risk of the Communicable disease.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease through the course of his/her employment, at no cost to the employee.

### **22.11 Protective Clothing and Supplies**

The Employer shall supply protective clothing supplies as required by the Workers' Compensation Board.

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Definition**

“*Technological change*” means:

- (a) The introduction by the Employer into its work, undertaking or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business; or
- (b) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) Equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this Article.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

### **23.2 Advance Notice**

Sixty (60) days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

### **23.3 Discussions**

Within fourteen (14) days of the date of the notice under Section 23.2 of this Article, the Union and the Employer shall commence discussions for the purpose of reaching agreement as to the effects of the technological change and in what way if any this Agreement should be amended.

### **23.4 Employment Protection**

A regular employee who is displaced from his/her/her job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the Job Posting procedures forming part of this Agreement. An employee may not receive both severance pay and a training period of work at a new position.

### **23.5 Training**

Where technological change may require additional knowledge and skill on the part of regular employees, such employees shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

### **23.6 New Employees**

No additional employees required because of technological change shall be hired by the Employer until the employees affected are notified of the proposed technological change and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

## **ARTICLE 24 - PROMOTIONS AND STAFF CHANGES**

### **24.1 Job Postings**

When a vacancy of a regular nature is to be filled inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of fourteen (14) calendar days so that all members will know about the vacancy or new position.

### **24.2 Information in Postings**

Such notice shall contain the following information: nature of position, qualification, required knowledge and education, skills, wage or salary rate or range, and whether the employee is required to use his/her automobile in the performance of his/her duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants" except where bona fide occupational requirements prevent it.

### **24.3 Appointment Policy**

- (a) Positions will be awarded on the basis of qualifications as contained in the job postings. The factors used to determine qualification shall be education, skills, knowledge, ability and experience. In the event that qualifications of applicants for a given position are equal the position shall be awarded to the applicant with the greater seniority in the bargaining unit.

- (b) In the event that the qualifications of the external and internal applicants for a given position are equal, priority in appointment shall be given to the internal applicant.

#### **24.4 Union Observer**

The President of the Union, or designate, may upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested Party.

#### **24.5 Trial Period**

When a vacancy is filled by an existing regular employee, conditional on satisfactory service the employee shall be declared permanent after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, after notifying the Union, extend the period for a further three (3) months. If the employee proves unsatisfactory in the position or wishes to return to his/her former position, he/she shall be returned to his/her former job classification and wage/salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position and wage or salary rate without loss of seniority.

#### **24.6 Notification to Employee and Union**

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being selected and areas where the employee can improve opportunities for advancement.

#### **24.7 Right to Grieve**

Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this Agreement within seven (7) days of being notified of the results.

#### **24.8 Vacation Letters**

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter with their supervisor indicating positions they would apply for should vacancies occur while they are absent. Such letter(s) will only be valid for the duration of the vacation, subject to the employee providing the Employer with information as to where he/she may be contacted and the employee being available to attend any required interviews.

### **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

#### **25.1 Equal Pay**

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

#### **25.2 Paydays**

- (a) Employees shall be paid biweekly on Fridays.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each period.

**25.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties of this Agreement. The applicable rates of pay are recorded as Appendix A to this Agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

**25.4 Substitution Pay**

When an employee, at the request of his immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position for one (1) full shift or more, he shall receive the rate for a job where a single rate is established. If a salary range is established, he shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above his current rate, whichever is greater, but not more than the top of the new salary range.

**25.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the news salary range.

**25.6 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

**25.7 Mileage Allowance**

An employee who uses her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of 34¢ per kilometre (effective October 1, 2001: 36¢ and effective October 1, 2002: 38¢). Minimum daily allowance where a claim is to be submitted shall be two dollars (\$2.00).

**25.8 Meal Allowance**

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for 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.

	<b>October 1, 2000</b>
Breakfast	\$8.50
Lunch	\$10.50
Dinner	\$19.25

**25.9 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

**25.10 Registered Retirement Savings Plan**

(a) Upon successful completion of the probationary period, all regular full-time and regular part-time employees are entitled to enrol in the Registered Retirement Savings Plan, January 1<sup>st</sup> or July 1<sup>st</sup> each year. The Employer will make the following contributions:

<b>Years of Service</b>	<b>Employer Contribution</b>
2-5	3%
6-10	3.25%
11-15	3.5%
16-20	4%
21-25	5%
26 or more	6%

(b) Employees may make voluntary contributions over and above the basic contributions of the Employer.

(c) All contributions are held in an account registered to the individual employee.

(d) These funds may be withdrawn only when the employee terminates employment with the Employer. Upon severance from the Employer, the pension account in the employee's name belongs totally to the employee.

**ARTICLE 26 - HEALTH AND WELFARE BENEFITS**

Effective April 1, 2000 Health & Welfare Plans will be provided through the Health Benefit Trust (HBT).

**26.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes her probation period with a maximum of a three (3) month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work fifteen (15) regular hours or more per week.

**26.2 Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance, which shall terminate thirty-one (31) days following the date of the employee's' termination.

**26.3 Definition of Spouse and Other Dependents**

"*Spouse*" - includes husband, wife and common-law spouse.

"*Common-law spouse*" - means two people who have co-habited as spousal partners for a period of not less than one (1) year.

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of nineteen (19) years of age if they are mainly dependent on, and living with the employee or their spouse. Coverage may be extended to age twenty-five (25) where the dependant child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or her spouse.

**26.4 BC Medical**

*Effective April 1, 2000:*

The Employer shall pay one hundred percent (100%) of the regular monthly premiums for eligible regular employees, their spouse, and dependants for medical coverage under the BC Medical Plan.

**26.5 Dental Plan**

*Effective April 1, 2000:*

Details of Plan identical to Community Health, 1996/98 Agreement EXCEPT Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.

- (a) Eligible regular employees shall be provided with a Dental Plan covering 100% of the costs of the basic plan (Plan A), and 50% of Plan B.
- (b) The Dental Plan shall cover employees, their spouses and dependent children, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

*Effective October 1, 2002*

Details of Plan identical to Health Facilities, 1998 - 2001 Agreement EXCEPT Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease or other dental problems as approved by the Plan.

- (a) Eligible regular employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.
- (b) The dental plan shall cover employees, their spouses and children provided they are not enrolled in another comparable plan.
- (c) The employer shall pay 100% of the premium.

**26.6 Extended Health Plan**

*Effective April 1, 2000:*

Details of Plan identical to Community Health, 1996/98 Agreement:

- (a) Eligible regular employees shall be provided with an Extended Health Plan covering 80% of eligible expenses, \$25.00 deductible per person or family.
- (b) The Extended Health Plan shall cover employees, their spouses, and dependent children, provided they are not enrolled in another plan. The Employer shall pay 100% of the monthly premiums.

*Effective April 1, 2002*

Details of Plan identical to Health Facilities, 1998 - 2001 Agreement, through the Health Benefits Trust.

- (a) The Employer shall pay the monthly premiums for extended health care coverage for employees and their families under the plan.

- (b) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$600 every 48 months.

### **26.7 Group Life and Accidental Death and Dismemberment**

*Effective April 1, 2000:*

Eligible regular employees shall be provided with Group Life and Accident Coverage. The Plan shall provide \$10,000 coverage, until the age of 65, and shall include accidental death and dismemberment coverage. After the age of 65, the amount of coverage shall decrease to \$5,000 until the age of 70, at which time the group insurance coverage will cease. The Employer shall pay 100% of the monthly premiums.

*Effective April 1, 2001:*

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of \$25,000 (effective March 31, 2003 - \$50,000) and standard 24-hour accidental death and dismemberment insurance until age 65. After the age of 65, the amount of coverage shall decrease to \$12,500 (effective October 1, 2002- \$25,000) until the age of 70, at which time the group insurance coverage will cease. Coverage shall continue until termination of employment. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.
- (c) The Employer shall pay 100% of the premium.

### **26.8 Long Term Disability**

*Effective April 1, 2000:*

The Employer will provide a long term disability plan which shall be the plan provided in the Health Facilities Sector. The plan will cover regular employees who have completed their probationary period and will provide such employees who qualify with salary continuation until the age of sixty-five (65) in the event of a qualifying disability. Enrolment in the plan will be voluntary on a bargaining unit by bargaining unit basis. It is understood that a bargaining unit can opt in at a later time. Those opting out will have no LTD plan unless such units already have a plan. The cost of premiums will be cost-shared between the Employer and the employee with the Employer's contribution limited to one percent (1%) of the employee's basic earnings.

Effective March 31, 2003, the full cost of premiums will be assumed by the Employer and membership in the plan will be mandatory. This may occur at an earlier date if the experience of the Health Benefits Trust is that demonstrable savings are identified during the term of the Collective Agreement and/or projected demonstrable savings are identified during the term of the Agreement. Any such savings will in the first instance be applied to the reduction or elimination of the employee's contribution for LTD coverage prior to March 31, 2003.

The Executive Director or designate and four Union presidents or designates will forthwith constitute a committee and in consultation with government will review and report on the real and projected savings and possible outcomes. For the purposes of this Article any questions as to whether and when savings are accruing, and in what amount during the term of this agreement, will be adjudicated by Colin Taylor. Without commitment being made, the government will explore with the committee, the possibility of a loan arrangement to facilitate the foregoing.

The sole responsibility of the Employer following implementation of this plan is payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator.

## ARTICLE 27 - GENERAL CONDITIONS

### 27.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of seventy-five dollars (\$75) repair costs, or replacement costs, or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty. Payment will be made only after the employee has sought reimbursement from any other Party having third Party liability.

### 27.2 Supply and Maintenance of Equipment

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

### 27.3 Indemnity

Except where there has been gross negligence on the part of an employee, the Employer will:

- (a) Exempt 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.
- (c) The Employer shall have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

### 27.4 Contracting Out

The Employer shall not contract out bargaining unit work that will result in the layoff of employees.

### 27.5 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee which will attempt to resolve the dispute.

### 27.6 Payroll Deductions

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

### 27.7 Client Confidentiality

Any information about clients of the Employer 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 to take all reasonable precautions to safeguard it.

## 27.8 Job Descriptions

The Employer agrees to supply each employee with a copy of his/her current job description. Upon request, the Union and the Bargaining Unit Chair shall be provided copies of all job descriptions in the bargaining unit.

## 27.9 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

# ARTICLE 28 - HARASSMENT

## 28.1 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment. .

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures,
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but not need to be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Both males and females can be sexually harassed by members of either sex.

## 28.2 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
  - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

### **28.3 Harassment Complaint Procedures**

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaints the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
  - (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser.
  - (3) make further recommendations as are necessary to provide a final and conclusive
  - (4) settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(j) This clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

## ARTICLE 29 - TERM OF AGREEMENT

### 29.1 Duration

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

### 29.2 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, 2002, but in any event not later than midnight, December 31, 2002.
- (b) Where no notice is given by either Party prior to December 31, 2002, both Parties shall be deemed to have been given notice under this Article on December 31, 2002.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

### 29.3 Commencement of Bargaining

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

### 29.4 Changes in Agreement

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

### 29.5 Effective Date of Agreement

- (a) The provisions of the Agreement shall come into full force and effect ratification, unless specified otherwise.
- (b) Wage rates are effective the first of the month following the receipt of funds from the Government.
- (c) Retroactivity shall be paid within two pay periods after the receipt of funds from the government.

**29.6 Agreement to Continue in Force**

Both Parties shall adhere to the terms of this Agreement until a strike or lockout occurs.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Captain George Perkins

\_\_\_\_\_  
Teresa Brisson, Bargaining Committee

\_\_\_\_\_  
Tom Leggett, Consultant Human Resources &  
Labour Relations, CSSEA

\_\_\_\_\_  
Keith Graham, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

## APPENDIX A – RATES OF PAY

Classification	Apr-08-97	Apr-09-97	Oct-01-99	Oct-01-00	Oct-01-01	Oct-01-02
Support Worker	\$8.50	\$8.76	\$15.00	\$15.81*	\$16.32*	\$16.83*
Support Worker – Full-time	\$9.00	\$9.27	\$15.00	\$15.81*	\$16.32*	\$16.83
Day Support Worker*	\$10.90	\$11.23	\$15.00	\$15.81	\$16.32	\$16.83
Shift Supervisor	\$11.00	\$11.33	\$15.00	\$15.81*	\$16.32*	\$16.83
Cook / Housekeeper*	\$10.71	\$11.03	\$12.50	\$12.75	*	*

\*These positions\wage rates may be subject to the Joint Job Evaluation Plan process.

## Equity Adjustment and Job Evaluation

Recognizing that wage inequities currently exist within the Social Services Sector and that the Parties are committed to implementing equity changes as quickly as possible to eliminate the inequities, the Parties agree to the following:

- (a) The Job Evaluation Plan will be developed as per Memorandum of Agreement #1.
- (b) Effective October 1, 1999, interim equity adjustments of 2.5% of straight-time salary payroll shall be applied in a manner that ensures a minimum of 50¢ per hour will be applied to all positions other than those which are Residential Care Workers (RCW) and equivalent positions. This application methodology provides limited flexibility to address particularly skewed hourly rates. This also provides certain Residential Care Workers (RCW) or equivalent positions interim equity adjustments in circumstances where they may not otherwise be entitled to adjustments.
- (c) The Parties shall meet no later than April 1, 2000, to determine how the funds referred to in (d) below shall be applied using the Job Evaluation Plan and the principle of addressing classifications with the largest disparities first, as a guide for application; and
- (d) There will be equity adjustments effective as follows:
 

October 1, 2000:	2.5% straight-time salary payroll
October 1, 2001:	2.5% straight-time salary payroll
October 1, 2002:	2.5 % straight-time salary payroll

**APPENDIX B – ARBITRATORS**

Pursuant to Article 10.3 the following individuals will hear arbitration cases:

Robert Blasina  
Marguerite Jackson

**APPENDIX C – WAGES AND BENEFIT IMPROVEMENTS**

The Parties agree that compensation (wages and benefit improvements) negotiated between CSSEA and the BCGEU certifications in the Social Service Sector shall apply to Salvation Army/Stevenson House effective on the same dates as are applicable in that settlement as it applies to first certifications.

## ARTICLE 30 - WORK SCHEDULE

Classification	Shift Pattern	Workdays	Shift (Scheduled Hours)
Shift Supervisor*	5 days on/5 days off/ <b>3 days off/4 days on</b> 5 days off	7 days per week	Monday – Friday 10 hrs Saturday 12 hrs Sunday 10 hrs
Day Support Worker	5 days on/2 days off	5 consecutive days per week	8 consecutive hours
Afternoon Support Worker	5 days on/5 days off 5 days on/4 days off 4 days on/5 days off	7 days per week	Monday – Friday 8 hrs Saturday 12 hrs Sunday 8 hrs
Night Support Worker	5 days on/5 days off 5 days on/4 days off 4 days on/5 days off	7 days per week	Monday – Friday 8 hrs Saturday 12 hrs Sunday 8 hrs
Homemaker	5 days on/2 days off	5 consecutive days per week	8 consecutive hours

\* Shift Supervisor positions average thirty-six (36) hours per week; however, these will be considered full-time shifts. For the purpose of Articles 17, 18, and 19, benefit entitlements will be accumulated on the basis of thirty-six (36) hours per week.

**MEMORANDUM OF AGREEMENT #1****RE: JOB EVALUATION PLAN**

*between the  
Government of B.C.  
and  
certain Employers represented by  
Community Social Services Employers' Association (CSSEA)  
and  
B.C. Government and Service Employees' Union (BCGEU)  
Canadian Union of Public Employees (CUPE)  
Health Sciences Association (HSA)  
Hospital Employees' Union (HEU)*

The Parties recognize that the Community Social Services Sector has unique characteristics. There is a need to ensure an appropriate job evaluation plan is in place which reflects the organization of the workplace and the manner in which work is provided in the sector.

The Parties shall establish a Joint Union/CSSEA Committee (or sectoral Union/Employer Committee), comprised of representatives of the employees and Employers. CSSEA and the Union(s) will have an equal vote. The Committee will be charged with developing a plan to achieve equity between jobs in the sector, with implementing the plan and with establishing a maintenance mechanism.

Recognizing that this sector is composed of a significant diversity of wage rates and job titles and that this is the initial step in an evolutionary process, the Community Social Services Job Evaluation Plan must reflect the following principles:

- early implementation;
- easy to apply and administer;
- explainable in non-technical terms;
- fair and equitable;
- logical and functional to users;
- based on input from employees and Employers;
- reflective of the organization of the workplace;
- gender neutrality.

The joint committee shall be responsible for establishing terms of reference which achieve the foregoing principles and for the implementation including data gathering, establishing benchmarks, analysis and evaluation.

The committee may make recommendations to the bargaining principals on the distribution of funds which achieve the objectives of the foregoing principles.

The committee will attempt to resolve all issues within twelve (12) months of the date of signing of this Memorandum.

The Parties agree that the following will apply to the agreed-to job evaluation plan:

The plan will be quantitative point-factor plan;

Jobs will be described by the Employer in consultation with employees. Job descriptions will be reviewed by the Joint Committee and compared to agreed to benchmarks which have been developed for the sector and to the job evaluation plan;

- Job descriptions will be reviewed with the affected employee or a representative group of affected employees by the Joint Committee to ensure they fully describe the duties and responsibilities. Job descriptions will describe job duties and responsibilities as clearly and specifically as possible;
- Data gathering in the form of an open and closed ended questionnaire will be jointly conducted where necessary in order to prepare job descriptions;
- Duties and responsibilities may be changed by the Employer subject to the changes being properly documented in the job description and reviewed by the Joint Committee;
- Job descriptions will be evaluated and assigned a pay grade by the Joint Committee;
- Job descriptions which have been changed will be re-evaluated by the Joint Committee using the job evaluation plan;
- For the term of this Agreement, and notwithstanding the language in any Collective Agreement, there will be no appeal process respecting wage or classification issues which may arise out of application of the job evaluation process. Any issues, including appeals, which arise respecting the application of the plan may be forwarded to the Joint Committee for resolution until the maintenance mechanism is agreed and implemented;
- Employees shall not have their salary reduced as a result of implementation of the job evaluation plan;
- For the term of this Agreement only, incumbents whose job is reclassified downward, shall receive all general wage increases.

### **Facilitation and Dispute Resolution**

Where deemed necessary by either Party, Stephen Kelleher will assist the Parties in reaching agreement or, where resolution is not achieved, issue binding decisions where required.

Stephen Kelleher shall not have jurisdiction to render decisions on implementation of, or effective dates of, equity adjustments.

*Signed and dated by all Parties June 9, 1999.*

**MEMORANDUM OF AGREEMENT #2**

**RE: REGISTERED RETIREMENT SAVINGS PLAN**

*between*

*Certain Employers represented by*

*Community Social Services Employers' Association (CSSEA)*

*and*

*B.C. Government and Service Employees' Union (BCGEU)*

*Canadian Union of Public Employees (CUPE)*

*Health Sciences Association (HSA)*

*Hospital Employees' Union (HEU)*

With respect to the group RRSP proposed by the Employers on April 28, 1999, in order to ensure the timely establishment and implementation of a group RRSP plan for the benefit of employees in this sector, the Parties to this Agreement agree that Manulife Financial will continue as the transitional plan administrator/fund manager for all member agencies and their participating employees until the expiration of this Collective Agreement. Where an Employer already has a carrier it will only be changed by mutual agreement. This Agreement is on a without prejudice basis as to the final decision of the Parties as to the jointly agreed to plan carrier.

In order to facilitate an orderly and comprehensive review of all available options, the Parties shall establish a joint committee no later than October 1, 2000, to review the administration and performance of the group RRSP and assess all available options. The Parties shall have equal representation on the committee and shall develop terms of reference and review, which are mutually acceptable. No later than the expiration of the Collective Agreement, the Parties shall agree to the selection of a mutually agreed upon carrier for the group RRSP.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Captain George Perkins

\_\_\_\_\_  
Teresa Brisson, Bargaining Committee

\_\_\_\_\_  
Tom Leggett, Consultant Human Resources &  
Labour Relations, CSSEA

\_\_\_\_\_  
Keith Graham, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**MEMORANDUM OF AGREEMENT #3**

**RE: DONALD R. MUNROE, Q.C. RECOMMENDATIONS FOR SETTLEMENT, MAY 28, 1999**

*between  
certain Employers represented by the  
Community Social Services Employers' Association (CSSEA)  
and the  
B.C. Government and Service Employees' Union (BCGEU)*

The Parties agree that this Agreement follows the principles of the Donald R. Munroe, Q.C. recommendations for settlement dated May 28<sup>th</sup>, 1999. The Parties agree to the following application of those recommendations and if there is a dispute as to this application, the mentioned recommendations shall be used for clarification.

The Parties will work together to ensure the payment and implementation of these agreed to terms will be made in a timely manner.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Captain George Perkins

\_\_\_\_\_  
Teresa Brisson, Bargaining Committee

\_\_\_\_\_  
Tom Leggett, Consultant Human Resources &  
Labour Relations, CSSEA

\_\_\_\_\_  
Keith Graham, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**MEMORANDUM OF AGREEMENT #4****RE: 24-HOUR LIVE-IN SHIFTS**

*between*  
*Certain Employers represented by*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*B.C. Government and Service Employees' Union (BCGEU)*  
*Canadian Union of Public Employees (CUPE)*  
*Health Sciences Association (HSA)*  
*Hospital Employees' Union (HEU)*

All references to live-in shifts in the Collective Agreement will be deleted at the completion of Phase 2 of the transition period.

**Purpose**

The purpose of this memorandum is to modify the use of continuously scheduled twenty-four (24) hour live-in shifts. Employees who work shifts in excess of sixteen (16) hours and are paid at a flat rate for the whole shift, will also be covered by this Memorandum.

It is the aim of the Parties to make changes to these shifts with as little disruption as possible to clients and workers. The Parties further agree to set up a local transition committee to monitor and resolve any unforeseen issues from the implementation of these changes within the individual bargaining units.

**Principles**

1. The Unions will provide a finite listing of the agencies that may qualify for a modification of the live-in shifts.
2. A phase-in period will be required to meet the conditions of the changes. Implementation will occur after the Employer has received the additional funding from the Ministry.
3. The rates of pay for the newly created position(s) will be consistent with the rates for the classification as evaluated in the job evaluation plan.
4. Upon completion staff will work an average of no more than forty (40) hours per week. Hours of work will be paid on a straight-time hourly basis in accordance with the Collective Agreement.
5. Staff currently working in twenty-four (24) hour shifts will be offered the newly created positions prior to the positions being posted.
6. The Parties will review the Collective Agreements of the bargaining units affected by the modification of twenty-four (24) hour shifts and will make any required changes to those Collective Agreements.

**Transition**

The Parties will set up local transition committees to implement the transition to straight-time hourly rates. Upon completion of the transition, employees should work an average of no more than forty (40) hours per week.

The total phase-in period will take no more than six (6) months from the date of ratification.

**Flat Rate Shifts**

For all employees working shifts which are compensated on a daily flat rate basis, these shifts will be converted to an hourly equivalent for the purposes of calculating applicable changes to compensation.

**MEMORANDUM OF AGREEMENT #5**

**RE: EXISTING SUPERIOR BENEFIT**

*between*  
*Salvation Army – Stevenson House*  
*represented by*  
*Community Social Services Employers’ Association (CSSEA)*  
*And*  
*B.C. Government and Service Employees’ Union (BCGEU)*

As a result of collective bargaining, and the agreed-upon “alternative work schedule” for the Supervisors, the Employer agrees to increase the Supervisors’ hourly rate of by approximately ten percent (10%), to ensure that the individual employee suffers no loss of weekly pay. This is with the clear understanding that the alternative work schedule remain in effect, and the Employer will incur no additional costs.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Captain George Perkins

\_\_\_\_\_  
Teresa Brisson, Bargaining Committee

\_\_\_\_\_  
Tom Leggett, Consultant Human Resources &  
Labour Relations, CSSEA

\_\_\_\_\_  
Keith Graham, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.