

COLLECTIVE AGREEMENT

between the

**THE SALVATION ARMY
VICTORIA ARC AND VICTORIA SANRO**

and the

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

Effective from April 1, 2006 to March 31, 2009

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DEFINITIONS

"Basic pay" - means the rate of pay negotiated by the parties to this Agreement, as specified in Appendix A.

"Continuous service" - means uninterrupted regular full-time or regular part-time employment with the Employer.

"Day", "Week", "Month", "Year" - means a calendar day, week, month, year unless otherwise specified in this Agreement.

"Day of Rest" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include the days the employee is on leave of absence.

"Dependent" - an employee's spouse, legal or common-law, an unmarried person who is your natural child; or an adopted child, step-child, or a child of a common-law spouse, who resides with you and is dependent on you for support and who is younger than 19 years of age; or 19 years but younger than 25 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or 19 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the Contract, provided the child was covered under the Collective Agreement as a dependent on the day prior to his or her 19th birthday and remains dependent on you for support.

"Employee" - means a member of the bargaining unit who is:

- (a) *"probationary employee"* - means an employee who is hired into a probationary status and who has not yet successfully completed four hundred and eighty-eight (488) hours.
- (b) *"regular employee"* - means an employee who is regularly scheduled to work and includes both full-time and part-time employees.
- (c) *"casual employee"* - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as, but not limited to:
 - (1) paid leave relief
 - (2) unpaid leave relief
 - (3) temporary increase of workload

A casual employee is only entitled to the benefits set out in Appendix B.

- (d) *"full-time regular employees"* - full-time regular employees are regularly scheduled employees who work a minimum of thirty-five (35) hours per week on a continuing basis.
- (e) *"temporary employees"* - temporary employees are employees hired for a specified period of up to twelve (12) months, or such period as extended by agreement of the parties. If a temporary employee subsequently becomes a regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment.

"Employer" - means Salvation Army Addictions and Rehabilitation Centre, 525 Johnson Street, and Salvation Army Recycling Centre, 3948 Quadra Street, and 1746 Island Highway Victoria, BC.

"Holiday" - means the twenty-four hour (24) period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

"Layoff" - means 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.

"Resignation" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.

"Rest Period" - means a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.

"Seniority Unit" - means for the purposes of Layoff and Recall only, the following are identified as separate seniority units for the facilitation of bumping rights:

1. Centre (525 Johnson Street, Victoria, B.C. V8W 1M2)
2. National Recycling Operations (1746 Island Highway, Victoria, B.C. and 3948 Quadra Street)

"Spouse" - means a person to whom the employee is legally married or is in a common-law relationship of at least twelve (12) months and shall be deemed to mean a man or woman who resides with the employee and who is held out publicly as his/her spouse.

"Union" - means the B.C. Government and Service Employees' Union.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union to maintain a harmonious and mutually beneficial relationship between the Employer and all employees of the bargaining unit and to set out the terms and conditions of employment for all employees included in the bargaining unit.

(b) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Employer and the Union agree to maintain such an environment.

1.2 Future Legislation

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

1.3 Conflict With Regulations

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

1.4 Singular and Plural

Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires, unless specifically stated.

1.5 Human Rights Code

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Agent or Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certificate issued by the appropriate legislative body on March 20, 1990 and July 20, 1990.

2.2 Bargaining Unit Defined

(a) The B.C. Government and Service Employees' Union bargaining unit shall be all employees employed at and from the Centre (525 Johnson Street, Victoria, B.C.) and the National Recycling Operations (1746 Island Highway and 3948 Quadra Street, Victoria, B.C.), except Thrift Shop employees and excluded Managers.

(b) For the purposes of this Agreement, the excluded Managers shall include:

ARC

Executive Director
Assistant Executive Director
Office Manager/Administrative Secretary to the Executive Director
Director CRF
Manager Financial Systems
Manager – Resident and Client Services
Chaplain (x2)
Manager Special Services/Human Resources
Manager Food Services
Operations Manager
Beacon Bus Ministry Coordinator

NRO

Executive Director
Operations Manager
Secretary to Operations Manager
Accountant
Spouse of Operations Manager
Retail Manager (previously Coordinator of Thrift Store Operations)
Warehouse Manager
Management Receptionist

2.3 Bargaining Unit Work

Management exclusions, listed in Clause 2.2 above shall not be assigned to perform work normally performed by bargaining unit employees, except;

- (a) in cases of emergency caused by fire, flood, earthquake or other such disasters; or
- (b) to overcome short-term personnel or operational matters of an urgent nature; or
- (c) in cases of training; or
- (d) in cases of quality control checks.

(e) it is understood that the current practice respecting counselling and instructing, in place on December 16, 1991, and the filling in of breaks being carried out by management exclusions, shall continue.

It is agreed that the above provisions do not preclude management exclusions from carrying out pastoral care of clients.

2.4 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 his/her designate.

2.5 No Other Agreement

The Employer will not require and the Union will not authorize any employee who is covered by this Agreement to make a written or oral agreement with the Employer which is in conflict with the terms of this Agreement.

2.6 No Discrimination for Union Activity

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

2.7 Recognition and Rights of Stewards

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

2.8 Employer Designates

The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.

2.9 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union within the Centre and the Warehouse facilities. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.10 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to furnish to the Employer at least one Union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

2.11 Right to Refuse to Cross Picket Line

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal strike or lockout as defined in the relevant labour legislation in B.C. Any employee failing to report for duty shall be considered to be absent without pay.
- (b) 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.
- (c) The Union agrees to notify the Employer as soon as possible of the existence of such picket line as referred to in (a) or (b) above.

2.12 Time Off for Union Business

- (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or a tribunal pursuant to the relevant labour statutes of British Columbia;
- (4) for employees, who are representatives of the Union on a Bargaining Committee, to attend meetings of the Bargaining Committee;
- (5) leave for negotiations with the Employer;
- (6) for an employee elected to the position of President or Secretary Treasurer of the BC Government and Service Employees' Union, the leave shall be for a period of three (3) years and shall be renewed upon request of the Union;
- (7) for employees selected for a full-time position with the union or any body to which the Union is affiliated for a period of one (1) year;
- (8) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods unless this would unduly interrupt the operation of the department.

An employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.

An employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the employee shall accept the first available position in his/her original classification at his/her previous work location.

Requests for leave for the purposes of paragraph (1 through 7) above shall be given fourteen (14) calendar days in advance of the dates requested to facilitate scheduling of both clients and employees. It is understood that there may be occasions when the fourteen (14) day rule cannot be applied because of exceptional circumstances. It is understood that operational requirements may necessitate the refusal for such leaves of absences. Leaves for purposes in (1) through (6) shall not be unreasonably withheld.

To facilitate the administration of this section when leave of absence without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefits, including travel time incurred. Leave of absence granted under this Article shall include sufficient travel time. This provision shall not apply to leaves for (a) (7) above. It is understood that employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence with pay.

(b) *With Pay*

(1) When negotiations are conducted during the regularly scheduled working hours, leave of absence without loss of basic pay and without loss of seniority will be granted to two (2) employees for up to and including four (4) days each who serve on the BCGEU Bargaining Committee, in order to carry on contract negotiations with the Employer.

(2) Should negotiations occur on a day when the Bargaining Committee member was regularly scheduled to work, however, on a shift other than the one scheduled for the committee member, the committee member shall be permitted to absent herself/himself from work to attend negotiations without loss of basic pay in accordance with (b)(1) above.

Leave of absence without loss of basic pay and without loss of seniority will be granted for:

(1) to Stewards, or their alternates, to perform their duties as per Article 2.6;

(2) to employees appointed by the Union as Union Representatives to attend Joint Labour/Management Committee meetings during their working hours.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 20, 1990 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 March 20, 1990, 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, unless they secure an exemption from the Labour Relations Board because of religious objection as permitted under the *Labour Relations Code*.

ARTICLE 4 - CHECK OFF OF UNION DUES

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

(b) The Employer shall deduct from the semi-monthly wages or 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 following the end of the month in which the deduction was made and the Employer shall also provide a list of names, social insurance numbers as well as classification of those bargaining unit employees from whose salaries such deductions have been made, together with the amounts deducted from each employee. The handling of these deductions for employees who are exempted due to religious objection shall be in keeping with the *Labour Relations Code*.
- (e) Before the Employer is obliged to deduct any amount under Sections (a) or (b) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a 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 employees prior to March 1st of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of Union dues or other monies as described in Clauses (a) and (b) above.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of the steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to the steward. Where operational requirements permit, the Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) 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 6 - EMPLOYER RIGHTS

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

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and representatives, and similarly, the Employer shall supply the

Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

A Union Bargaining Committee shall consist of up to two (2) members, from each division (ARC and Sanro), plus the President of the Union, or his/her designate.

7.3 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 subject to advance approval from the Employer being obtained in each case.

7.4 Technical Information

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

ARTICLE 8 - GRIEVANCES

8.1 Preamble

It is the mutual desire of the parties that complaints and grievances shall be addressed as quickly as possible. It is understood that a complaint does not become a grievance until the employee has first given the immediate supervisor the opportunity to address the complaint.

8.2 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, suspension or discipline of an employee bound by this Agreement.

The procedure for resolving a grievance shall be the procedure in this Article.

8.3 Step 1

- (a) In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her Steward present at such discussion.
- (b) Should an employee have a complaint, the employee shall meet and discuss such complaint with the immediate supervisor in an effort to resolve the complaint. This discussion will take place not later than ten (10) calendar days from the date the employee became aware of the event causing the complaint.
- (c) When the aggrieved employee is a Steward, he/she shall not, where possible, act as Steward in respect of his/her own grievance, but shall submit the grievance through another Steward or Union Staff Representative.

8.4 Time Limits to Present Initial Grievance

If the Step 1 dispute is not resolved orally, the aggrieved employee may submit a written grievance through the Union Steward to Step 2 of the grievance procedure, within ten (10) calendar days after completion of Step 1:

- (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.

8.5 Step 2

- (a) Subject to the time limits in 8.4, the employee, the President of the Union or his/her designate 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 infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor or his/her designate through the Union official;

The parties, including the aggrieved, shall meet to investigate and attempt to resolve the grievance.

- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.6 Time Limit to Reply at Step 2

- (a) Within ten (10) working 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 ten (10) working days of receiving the grievance at Step 2.

8.7 Step 3

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

- (a) within fourteen (14) calendar 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) calendar days after the Employer's reply was due.

8.8 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within twenty-one (21) calendar days of receipt of the grievance at Step 3.

8.9 Failure to Act

If the President of the Union, or his/her designate, does not present a grievance within the above time limit, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.10 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or his/her designate, may inform the Employer, of his/her intention to submit the dispute to arbitration within:

- (a) twenty-one (21) calendar after the Employer's decision has been received;
- (b) twenty-one (21) calendar after the Employer's decision was due.

8.11 Administrative Provisions

- (a) Replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or courier.
- (b) Grievances, replies, and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this section shall not apply.

8.12 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed at Step 3 of the grievance procedure within fourteen (14) calendar days of the date on which the dismissal occurred, or fourteen (14) calendar 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 fourteen (14) calendar of the date on which the suspension occurred, or within fourteen (14) calendar days of the employee receiving notice of suspension.

8.13 Deviation from Grievance Procedure

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

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.

Notwithstanding the above, an employee who has filed a complaint with the Human Rights Council unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

8.14 Technical Objections to Grievances

It is the mutual desire of the Parties that the grievance procedure shall determine issues in dispute in a timely manner. The Parties agree to be bound by the provisions of Sections 82(2) and 89(e) of the *Labour Relations Code* respecting the processing of grievances.

8.15 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer designate presenting the grievance to the President of the Union or designate.

ARTICLE 9 - ARBITRATION

9.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within fifteen (15) calendar days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

9.2 Appointment of the Arbitrator

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 C.

9.3 Board Procedure

The Sole Arbitrator may determine his/her own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

9.4 Decision of the 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 discharge or discipline grievance by any arrangement which he/she 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.

9.5 Disagreement Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) calendar days.

9.6 Expenses of Arbitration Board

Each party shall pay one-half (½) of the fees and expenses of the Arbitration Board.

9.7 Amending Time Limits

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

9.8 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 resolvable by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (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 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.

- (d) 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.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) 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.
- (g) The Parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Procedure

- (a) In all cases of discipline, the burden of proof of just cause shall rest with the Employer.
- (b) In the event that the Employer initiates disciplinary action against an employee, including suspension or discharge, the procedure outlined in Article 8.12 shall be followed.
- (c) All dismissals and suspensions may be subject to the formal grievance procedure under Article 8.12 of this Agreement.

10.2 Dismissal and Suspension

- (a) 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 and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal 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 10.2(a) above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

10.3 Right to Grieve Other Disciplinary Action

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

10.4 Removal of Disciplinary Documents

Upon the employee's request any disciplinary document shall be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.5 Personnel File

- (a) With reasonable written notice given to the Employer, an employee shall be entitled to review his/her personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven (7) calendar days after the notice is given. The Employer has the right to have an Employer representative present at the time the file is viewed. Copies of any document in the file will be provided upon request, but no documents may be permanently removed from the file at this time.

(b) A representative of the Union, with the written authority of the employee shall be entitled to review the employee's personnel file in the office in which the file is normally kept in order to facilitate the investigation of a grievance. The Union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven (7) calendar days after the notice is given. The Employer has the right to have an Employer representative present at the time the file is viewed. Copies will be provided by the Employer upon request of any document in the file, but no documents may be permanently removed from the file at this time.

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

10.6 Right to Have Steward Present

(a) An employee shall have the right to have a 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 a 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 an undue delay of the appropriate action being taken.

10.7 Abandonment of Position

An employee who fails to report for duty for two (2) scheduled working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity within ten (10) calendar days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

10.8 Rejection During Probation

The Employer may reject any probationary employee for just cause. The test of just cause for rejection shall be a test of suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description) of the probationary employee for continued employment in the position to which he/she has been appointed, 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 through the formal grievance procedure.

10.9 Employee Investigations

(a) The Parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline. In all NRO cases, the employee will be reassigned during the investigation period.

(b) The Employer will make every effort to complete its investigation within fourteen (14) working days.

(c) The Employer will notify the President of the Union or his/her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to Union representation at such an interview.

ARTICLE 11 - HARASSMENT

11.1 Sexual Harassment

(a) The Union and the Employer recognize the rights 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 in the workplace.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c) (1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing within thirty (30) calendar days of the latest alleged occurrence through the Union directly to the Harassment Advisor. The Harassment Advisor shall advise the Executive Director "*in camera*" of the complaint. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(2) An alleged offender shall be given notice of the substance of such a complaint under the clause and shall be given notice of such and be entitled to attend, participate in, and be represented at any hearing under this clause.

(3) The Employer designate and a Union representative shall investigate the complaint and shall submit reports to the Executive Director in writing within fifteen (15) calendar days of receipt of the complaint. The Executive Director shall within ten (10) calendar days of receipt of the reports give such orders as may be necessary to resolve the issue.

(4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(5) Pending determination of the complaint, the Executive Director, or the Harassment Advisor with the approval of the Executive Director, may take interim measures to separate the employees concerned, if deemed necessary.

*Note: At ARC Sexual Harassment Advisor shall apply
At SANRO Executive Director shall apply*

If action to separate the employees concerned is required, the alleged harasser shall be the one to be moved and Article 15.3 and 15.7 shall not apply.

(6) In cases where sexual harassment may result in the transfer of an employee, it shall be the harasser who is transferred, except that the harassee may be transferred with his/her written consent.

(d) Where either party to the proceeding is not satisfied with the Executive Director's response, the complaint will, within thirty (30) days, be put before a panel consisting of a Union representative, an Employer representative, and the mutually agreed Arbitrator. The panel shall have the right to:

- (1) dismiss the complaint;
 - (2) determine the appropriate level of discipline to be applied to the offender; and
 - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Executive Director or the Panel.
- (f) The parties agree that all complaints of sexual harassment will be exclusively pursuant to this Article, except those dealing with acts of a violent nature.
- (g) This clause does not preclude an employee from filing a complaint under the *Human Rights Code*, however an employee shall not be entitled to duplication of process.

11.2 General Harassment

- (a) The Employer and the Union recognize the benefit to be derived from a work environment free from harassment and where the conduct and language of employees meet the acceptable social standards of the work place.
- (b) The parties agree to foster and promote such an environment and believe that the best means of achieving this is adherence to the *Human Rights Act of British Columbia*.
- (c) Harassment shall be as defined in the *British Columbia Human Rights Code*.
- (d) It is understood that harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (e) Where complaints or disputes pertaining to this Article occur, they shall be referred to the investigation and dispute resolution process in Article 10.9 (Employee Investigations) and they shall not form the basis of a grievance.
- (f) This clause does not preclude an employee from filing a complaint under the *Human Rights Code*, however an employee shall not be entitled to duplication of process.

11.3 Workplace Aggression

The Employer will provide training for employees that may, in the performance of their duties, be exposed to aggressive conduct.

The Employer will, if it has prior knowledge, alert employees of a potential for experiencing physical aggression and/or verbal abuse within the workplace.

In cases where an employee has been physically assaulted or verbally abused, the Employer, following a review of the situation, will make a determination as to the appropriate counselling that is required and provide such counselling. In cases where an employee attends such appropriate counselling, on a day that is a scheduled work day, the employee will be paid for his/her lost time for attending such counselling.

Where repeated incidents of physical or verbal abuse occur, the Occupational Health and Safety Committee will review the matter.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

For the purposes of this Agreement, service seniority shall mean:

- (a) the length of continuous service as an employee of The Salvation Army within the Victoria ARC measured in actual hours worked since their start date and/or;
- (b) the length of continuous service as an employee of The Salvation Army within the Victoria Recycling Centre, measured in actual hours worked since their start date.
- (c) For the purpose of calculating seniority "*actual hours worked*" shall include the following items:
 - (1) Employer paid time off for vacation;
 - (2) Employer paid time off for paid holidays;
 - (3) Union leave where the Employer is reimbursed for such leave;
 - (4) Employer paid time off for sickness;
 - (5) Maternity leave (maximum twelve months from date of commencement of such leave);
 - (6) Approved WCB Claims to a maximum of six months;
 - (7) Layoff to a maximum of six months.
- (d) For the purpose of calculating "*actual hours worked*" overtime hours will not be included.

12.2 Seniority List

- (a) An employee shall receive a letter of appointment clearly stating his/her employment status and salary.
- (b) The Employer shall maintain a service seniority list showing the hours that each employee has worked with the Employer. A current service seniority list for employees as of December 31st will be provided by the Employer to the Union on or before March 31st of the following year.

The service seniority list shall contain two (2) parts:

- (1) the first, listing all full time employees and their date of hire and the total number of hours that each employee has worked for the Employer; and
- (2) the second, listing all part-time employees and their date of hire and the total number of hours that each employee has worked for the Employer.
- (c) The Employer agrees to provide the President of the Union with the name, classification and date of hire of all employees hired subsequent to the signing of this Agreement.

12.3 Re-employment

- (a) A regular ARC employee who voluntarily resigns his/her employment and within sixty (60) days is re-hired as a regular employee by the same Employer shall retain, effective the date of re-employment, their former seniority and years of service for vacation purposes.

12.4 Same Service Seniority Date

When two (2) or more employees have the same total number of hours worked for the Employer then seniority shall be determined by his/her last date of hire. Should these employees have the same last date of hire, then seniority shall be determined by chance.

12.5 Loss of Seniority

An employee shall lose his/her seniority as an employee in the event that:

- (a) he/she is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment (as indicated in writing to the Employer);
- (c) he/she is on layoff for more than one (1) year;

- (d) he/she fails to report for work within five seven (7) calendar days after being notified by the Employer of recall by registered mail or courier at his/her last known address;
- (e) he/she is permanently promoted to an excluded position and has passed probation.
- (f) he/she has abandoned his/her position per Article 10.7
- (g) he/she fails to report for work upon termination of an authorized leave of absence unless he/she can give an acceptable reason to the Employer for the absence; or
- (h) he/she is on medical leave in excess of twenty-four (24) months.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.1 Job Postings and Applications

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

- (a) If the vacancy or new job has a duration of sixty (60) calendar days or more, the vacancy or new job will be posted for a minimum of seven (7) calendar days. The Employer may advertise externally simultaneously.
- (b) If no qualified candidate is identified through the internal posting process the Employer may fill the position with an external candidate, subject to the grievance procedure.

Applications shall be considered upon the following terms:

- (1) Skill, competence and efficiency, knowledge, ability and reliability.
- (2) Seniority: Where qualifications in (1) are relatively equal, seniority shall govern. In determining relatively equal, the Employer shall exercise its discretion in a fair and impartial manner.

In such cases where formal education and/or specialized credentials is considered to be a requisite, as in government contracts for example, formal education and/or specialized credentials shall be included in (1) above.

Nothing in this Article shall prevent the Employer from hiring persons outside the bargaining unit when no qualified employee applies.

13.2 Probation Period

- (a) The probationary period for part-time employees will be equal to three (3) months of full-time; but in any event will not exceed six (6) calendar months.
- (b) All new employees shall serve a probationary period of four hundred eighty-eight (488) hours.
- (c) Should an extension of probation be necessary, it will be for just cause and for a period not to exceed four hundred eight-eight (488) hours. The employee shall be advised, in writing, during the initial probation period for the reasons for the extension.
- (d) The Employer shall provide the Union with a copy of the letter extending the probationary period.

13.3 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of four hundred and eighty-eight (488) hours.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to

his/her former position, he/she shall be returned to his/her former position, and wage/salary rates, without loss of seniority.

Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her former position and wage or salary rate, without loss of seniority.

13.4 Information on Posting

Such notice shall contain the following information: nature of position, experience, qualifications, wage rate, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use her automobile in the performance of duties. Qualifications may not be established in an arbitrary or discriminatory manner.

All ARC and Sanro job postings, with the exception of the ARC attendant position with responsibility for urinalysis testing supervision shall state, "*this position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state, "*this position requires Union membership*".

13.5 Temporary Appointments

The Employer may fill positions that are temporarily vacant due to extended sick leaves, LOA's, maternity leaves or during the posting and interview phase of the permanent filling of such position. The above reasons are not exclusive, but the Employer must have a bona fide reason to place employees into positions that are temporarily vacant. Where it is known that the appointment is to exceed sixty (60) calendar days, it will immediately be posted for a minimum of seven (7) days on the approved Union bulletin board.

ARTICLE 14 - LAYOFF AND RECALL

14.1 Layoff

(a) *Layoff* - is the cessation of employment, or the elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reduction of hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlements, a reorganization, program termination, closure or other material change in organization. In the event of layoff, the following shall apply:

- (1) casual employees will be laid off in reverse order of seniority, however no notice of layoff will be required;
- (2) part-time employees shall be laid off in reverse order of service seniority within a classification prior to full-time employees;
- (3) full-time employees shall be laid off in reverse order of service seniority within a classification;
- (4) a laid off employee may bump a less senior employee within a seniority unit, provided the employee is qualified and able to do the job of the less senior employee, providing this does not affect a promotion;
- (5) bumping rights must be exercised within seven (7) calendar days of notification of layoff, by providing written notice to the Executive Director or his designate.

(b) *Recall*

- (1) full-time employees shall be recalled in order of service seniority prior to part-time employees provided that the employee is qualified to do the work which is available.

- (2) part-time employees on layoff shall be recalled in order of service seniority provided the employee is qualified to do the work available.
- (3) casual employees will be recalled after all regular employees have been recalled.
- (4) the notice of recall shall be sent by registered mail. Employees must accept recall within five (5) days of receipt of the registered mail.
- (6) The recall period shall be one (1) year.
- (7) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.
- (8) Nothing herein shall prevent the Employer from hiring persons not on the recall list when qualified employees are not available.

14.2 Advance Notice

(a) The Employer shall notify employees at the Centre (Johnson Street), who are to be laid off, twenty eight (28) calendar days prior to the effective date of layoff. The Employer shall notify employees at the Warehouse (Quadra Street and Island Highway) fourteen (14) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the period after notice of layoff, he/she shall be paid in lieu of work for that part of the notification period during which work was not made available.

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

(b) For the purposes of layoff and recall - written notification to the employee will be by registered mail at the Employer's expense.

14.3 Severance Pay

(a) An employee who is laid off pursuant to Article 14.1 (Layoff) and who has not been recalled shall receive severance pay at the following rate:

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

(b) An employee who is laid off and who is eligible for severance pay, shall be eligible to receive the appropriate severance payment as soon as the employee's recall rights expire.

14.4 No New Employees

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall, provided that the recalled employee possesses the necessary qualifications, skill and ability to perform the required work.

ARTICLE 15 - HOURS OF WORK

15.1 Definitions

For the purposes of this Article, "*day*" means a twenty-four (24) hours 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.

15.2 Hours of Work

(a) The hours of work of a regular full-time employee will normally be, and depending on classification, an average of:

- (1) seven (7) hours per day or thirty-five (35) hours per week;
- (2) seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week;
- (3) eight (8) hours per day or forty (40) hours per week;

All exclusive of an unpaid one-half (½) hour meal break.

(b) The hours of work for a part-time employee will not be less than four (4) hours per day and not more than eight (8) hours per day exclusive of a one-half (½) hour unpaid meal break.

(c) Employees required to perform work during their scheduled meal break shall have their meal break rescheduled, subject to operational requirements. If the break cannot be rescheduled, the employee shall be compensated at the applicable overtime rate of pay.

(d) An employee is entitled to take his/her meal break away from the work place. Where this cannot be done, she/he shall be compensated for the break at the straight time rate.

(e) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Parties to this Agreement.

(f) Notwithstanding (f), employees may request, in writing, to be scheduled up to six (6) days in a week so as to pick up additional hours up to the maximum hours listed in Article 15.2(a).

15.3 Work Schedules

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

(b) It is agreed that under no circumstances will (a) above be used to:

- (1) cut full-time employees back to part-time;
- (2) alter shift assignments in a discriminatory manner.

15.4 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period of six (6) hours duration or more, with one (1) rest period to be granted before and one (1) after the meal period. Rest periods shall be taken without loss of pay to the employee.

15.5 Meal Periods

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

(b) An employee shall be entitled to take his/her meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked subject to Article 15.2(c).

15.6 Minimum Daily Pay

- (a) The Employer shall pay the employee a minimum of two (2) hours pay at his/her regular rate of pay upon reporting to work for a scheduled shift.
- (b) Where the employee commences work, he/she shall receive a minimum of four (4) hours pay at his/her regular rate of pay.

15.7 Notice of Work Schedules

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

15.8 Days of Rest

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

ARTICLE 16 - CAREER DEVELOPMENT**16.1 Purpose**

Both parties recognize that an improved service to clients will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this article are intended to assist employees in maintaining and improving such skills.

16.2 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, 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) Upon completion of such course, the employee shall provide a written summary of the course content, outlining the matters covered, the results achieved, and a brief statement of the value of the course. The above summary will be written on the Employer's time within a mutually acceptable period of time.

16.3 Staff Meetings and In-Service Education

- (a) Subject to the operational requirements of the Employer, leave of absence without pay of up to one (1) year will be granted to employees requesting such leave provided such educational leave is to take educational programs or special training that will be of benefit to the Employer.
- (b) Employees scheduled by the Employer to attend in-service education seminars and/or staff meetings shall be paid at straight time for the duration of a minimum of two (2) hours, whichever is greater.

Where mandatory training impinges upon the employee's regular days of rest as provided under Article 15.8, an alternate day(s) of rest will be scheduled at a mutually agreeable time within the pay period preceding or following the training.

- (c) Where the in-service education takes place outside of the employee's regularly scheduled work hours or days, and attendance is voluntary, the employee will not be paid.

ARTICLE 17 - OVERTIME

17.1 Definitions

- (a) "*Overtime*" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work, as per Article 15.2.
- (b) "*Straight time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight time rate.
- (d) "*Double time*" means twice the straight time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight time rate.

17.2 Authorization

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

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

17.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of regularly scheduled hours as outlined in Article 15.2.
- (b) Overtime compensation shall be paid at the applicable overtime rate for all time worked pursuant to Article 17.4 below.

17.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (1) time and one-half for the first three (3) hours of overtime on a regularly scheduled work day; and
- (2) double time for hours worked in excess of the three (3) hours overtime specified in (1) above;
- (3) time and one-half for all hours worked on a day of rest.
- (4) double time for all hours worked on the second and subsequent day(s) of rest.

Overtime pay entitlements for part-time and casual employees shall reflect the provisions of Article 17.13.

17.5 Overtime on Day Off

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

17.6 Overtime Pay

Overtime pay shall be paid to the employee in the pay period immediately following the pay period in which the overtime was earned except as provided in Article 17.8 below.

17.7 Compensating Time Off (ARC Only)

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the

employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

17.8 Meals During Overtime

Where a minimum of two (2) hours of overtime is required the Employer will provide a meal at the Centre or compensate the employee who does not work at the Centre at the following rate:

Breakfast:	9.00
Lunch:	11.00
Dinner:	19.25

17.9 No Layoff to Compensate for Overtime

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

17.10 Assignment of Overtime

Required overtime will be requested of employees starting with the most senior to the most junior employees qualified to perform the work. In the event that no one agrees to work voluntarily, the most junior qualified employee will be required to work.

17.11 Callout Provisions

Employees called to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates.

17.12 Overtime for Part-Time and Casual Employees

- (a) A part-time or casual 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 work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee (full-time work day for Cook and Kitchen Helper is understood to be 10 hours).
- (b) A part-time or casual 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 work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee,
- (c) Overtime rates as per Article 17.4 shall apply to hours worked in excess of (a) and (b) above.

ARTICLE 18 - PAID HOLIDAYS

18.1 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Victoria Day
Remembrance Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	
- (b) Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

18.2 Holidays Falling on Saturday or Sunday

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

18.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If the employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the rate of time and one-half at the applicable overtime rate.
- (c) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive time and one half for all hours worked plus a day off with pay at a time chosen by the employee or double time and one-half for all hours worked.

18.4 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of time and one-half for hours worked, plus a day off in lieu of the holiday, or compensated at the rate of double time and one-half with no additional time off. The scheduling of the lieu day shall be pursuant to Article 18.11.

18.5 Holiday Coinciding With a Day of Vacation

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

18.6 Working on a Day of Rest

An employee who is called to work on a day of rest that is also a proclaimed statutory holiday shall be compensated as follows:

Regular overtime compensation for the day pursuant to Article 17.4, in addition to the statutory holiday premium for all hours worked on the holiday, plus scheduled time off in lieu of the hours that were worked on the statutory holiday.

18.7 Christmas or New Year's Day Off

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

18.8 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the thirty (30) days preceding the paid holiday, in which case he/she shall receive the higher rate.

18.9 Work on a Paid Holiday

A maximum number of employees will receive the paid holidays off. When employees are required to work on a paid holiday, the Employer will offer the work in order of service seniority by classification required.

18.10 Eligibility for Paid Holiday

An employee who has worked for the Employer for thirty (30) calendar days, shall be entitled to paid holidays with pay as follows:

- (a) An employee with a regular schedule of hours, who has worked at least fifteen (15) of the thirty (30) calendar days prior to a paid holiday, is entitled to a regular day's pay for the holiday (prorated for part-time employees).
- (b) An employee who does not have a regular schedule of hours, but who has worked at least fifteen (15) of the last thirty (30) days before a paid holiday, shall be entitled to prorated pay in accordance with the *Employment Standards Act*.
- (c) If an employee is on annual vacation or other paid leave, , the employee's vacation days or paid leave days are counted as days worked when determining paid holiday eligibility.

18.11 Lieu Days

Specified dates requested for lieu days arising from designated paid holidays shall be submitted by the employee in writing to the department supervisor within the pay period following the paid holiday as follows:

- (a) scheduled into the roster in conjunction with regular days off or simply;
- (b) taken at random.

Request for lieu days shall not be unreasonably withheld.

ARTICLE 19 - VACATION

19.1 Annual Vacation Entitlement

- (a) "Vacation year" for the purpose of determining vacation entitlement is the period from July 1 to June 30.
- (b) A full-time employee shall be entitled to vacation on the following basis:

0-1 year	6%
2-8 years.....	15 working days
9-15 years.....	20 working days
16+ years.....	25 working days

Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

A part-time employee shall be entitled to the same vacation time off as a full-time employee based on service, and the vacation pay shall be calculated on the basis of 6%, 8%, and 10% of basic earnings accordingly.

- (c) Part-time employees whose employment commenced prior to March 1 in any given year, and who have been in the service of the Employer for less than one (1) year may schedule vacation in accordance with Article 19.4 of this Agreement, or by March 1 advise the Employer of their intent to exercise their option under 19.1(d).
- (d) Part-time employees who commence employment on or after March 1 in any given year shall be entitled to receive annual vacation pay-out in the first pay period in July or request prior to July 1 accrued vacation entitlements to be taken, by mutual agreement between the employee and the Employer.

19.2 Vacation Earnings for Partial Years

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

19.3 Vacation Pay

- (a) Vacations shall be paid at an employee's basic pay.
- (b) Once per calendar year, upon fifteen (15) working days written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period.
- (c) It is intended that regular employees must take allotted vacation with pay.

19.4 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
- (c) Vacations shall be granted on the basis of service seniority within a department.
- (d) An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of work days, he/she shall be entitled to use his/her seniority for only one such group of days in a calendar year.
- (e) Vacation schedules shall be circulated for staff application by February 1 each year within each department and the completed schedule shall be posted by March 1.
- (f) It will be the responsibility of the supervisor to post the schedule and notify absent employees.
- (g) An employee who does not exercise his/her seniority rights within one (1) week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (h) An employee who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise his/her seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (i) An employee who is transferred at the request of the Employer shall have his/her vacation as originally scheduled, unless changed by mutual agreement.
- (j) Employees who do not select all their vacation covered in 19.4 (e) by March 1st will have unselected periods of vacation assigned by the Employer.

19.5 Approved Leave of Absence with Pay During Vacations

In the event an employee is hospitalized during his/her vacation period, there shall be no deduction from vacation credits for such period of hospitalization and convalescence. 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 in writing and provide necessary documentation within seven (7) calendar days of returning to work.

19.6 Call Back on Vacation

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

19.7 Prime Time Vacation Period

All employees shall be allowed to take at least three (3) weeks of their vacation entitlement during the period May 1 to September 30 inclusive, which shall be defined as the prime time vacation period. The

Employer shall make every reasonable effort to allow employees with more than three (3) weeks entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

19.8 Vacation Credits Upon Death

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

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave

(a) *Full-time Employees:*

- (1) Full-time employees shall earn sick leave credits at the rate of one (1) day per month.
- (2) Full-time employees shall accumulate sick leave credits to a maximum of eighty-five (85) days.

(b) *Part-time Employees:*

- (1) Part-time employees shall earn sick leave credits as per Article 20.1(a)(1) on a prorated basis. The prorated basis shall be the number of hours worked in a month by the part-time employee as compared to the number of hours a full-time employee in the same classification as the part-time employee works in a month.
- (2) Part-time employees shall accumulate sick leave credits to a maximum of eighty-five (85) days.

(c) The Employer may request a doctor's certificate after absence of three (3) days or greater. The Employer may request a doctor's certificate any time a negative pattern of absence is noted, at the Employer's request.

(d) The employee shall inform the Employer as soon as possible prior to the start of his/her shift of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

(e) In no case shall sick leave for any one absence exceed a period of eighty-five (85) working days. When the provisions of this plan have been exhausted, eligible employees have access to the Long Term Disability Plan if they qualify.

20.2 Long Term Disability

(a) Employees hired after the ratification date of this agreement and who have completed their probationary period, and meet the eligibility requirements of the Plan will be required to participate in the existing Long Term Disability Plan now in effect for employees of the Employer and will be provided with a copy of said plan. Employees will pay the premiums for the plan.

(b) After twelve (12) months on long term disability (LTD), an employee will be paid out any unused vacation credits and lieu day credits. All RRSP funds will be frozen with the exception of the employee's contributions which are accessible at any time. The Employer's contributions are only available upon termination of employment. The position that was held by the employee may be posted and filled by the Employer. If the employee returns to work, that employee will have the right to be placed into any vacancies which are comparable to his/her former position.

ARTICLE 21 - LEAVES

21.1 Bereavement Leave

- (a) In the event of bereavement in the immediate family, employees, who have completed their probation period, will be granted, upon request, up to three (3) consecutive work days leave without loss of pay. The Employer may grant an additional two (2) days in situations where the employee needs to travel a significant distance to the funeral.
- (b) Immediate family shall include a parent, grandparent, spouse, common-law spouse, brother, sister, child, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law, legal guardian, and legal ward and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of other relatives of the employee or the employee's spouse, one-half (½) day of leave with pay to attend the funeral will be granted.
- (d) The Employer may grant such additional unpaid days to those provided in (a) and (c) above as it deems appropriate.

21.2 Jury Duty

- (a) Regular employees who are required to serve as jurors or witnesses in any court provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay and benefits equal to the length of the court duty.
- (b) An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

21.3 Family Illness

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

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

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

21.4 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 elected to a public office for a maximum period of five (5) years.

21.5 Leave for Court Appearances

- (a) The Employer shall grant paid leave up to eight (8) weeks 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/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

21.6 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

21.7 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee, requesting such leave for emergency or unusual circumstances, such request to be in writing and approved by the Employer. When such leave is authorized, seniority will be adjusted health and welfare benefits may be maintained at the employee's expense; vacation entitlement accruals and sick leave shall discontinue for the duration of the leave.

21.8 Leave for Medical and Dental Care

Twice in each calendar year, if an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment that cannot be scheduled in off-work hours, provided he/she has been given prior authorization by the Employer, such absence shall be neither charged against the employee's accumulated sick leave, nor shall the employee suffer any loss of income. Such absences should not normally exceed two (2) hours during a regular work day. Employees may be required to submit satisfactory proof of appointments.

ARTICLE 22 - MATERNITY & ADOPTION LEAVES

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.

22.1 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 22.1(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.

22.2 Parental Leave

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks – thirty-five (35) weeks for the birth mother - 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 22,

(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.

22.3 Leave Without Pay

All leave taken under Article 22 is leave without pay.

22.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 22 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Article 22.1(f) and/or 22.1(d) and/or 22.2(d). Where an employee is granted total maternity leave under Articles 22.1(a) and 22.1(f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 22.2.

22.5 Return from Leave

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

If the position no longer exists, the employee will be placed in an equivalent position for which he/she is qualified. If no equivalent position is available, the employee may exercise his/her rights in accordance with Article 14 Layoff and Recall.

- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to 22.1 or 22.2.

22.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the employee bears the cost of the plan.

22.7 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 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 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 she does not return to work after having applied for re-employment.

22.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

22.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 22.1 and 22.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee shall neither lose nor accrue seniority while on extended child care leave.

An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.

An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended childcare leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

ARTICLE 23 - OCCUPATIONAL HEALTH & SAFETY

23.1 Statutory Compliance

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

23.2 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

- (b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employees who will work with or have regular contact with the client/resident. It is understood that the amount of detailed information that can be shared is limited by the security clearance requirements of the Centre's corrections funding contract.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.
- (d) Critical incident stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. Leave to attend such a session will be without loss of pay.
- (e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

23.3 Vaccination and Inoculation

- (a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees, and the provision of Hepatitis B vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.
- (b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the Employer's choice. Employees may be required to take skin tests, x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

23.4 Unsafe Work Conditions

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

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

The parties agree to be bound by the regulations of the Workers' Compensation Board of B.C. and any order issued pursuant to these regulations.

23.5 Injury Pay Provision

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

23.6 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. Further, if it is deemed necessary by a

medical attendant, transportation home from work, from the hospital, or from a physician's office shall also be at the expense of the Employer.

An employee who is injured on the job and who is in receipt of Workers' Compensation benefits shall continue to accrue seniority and vacation entitlements for a period of three (3) months.

23.7 Hygiene

(a) *Hygiene Facilities*—The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

(b) *Communicable Diseases*

(1) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person with a communicable disease, the Employer shall advise such employees that such person and/or possessions maybe so affected.

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

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

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

(ii) post-exposure protocols.

(4) The parties agree that the Communicable Disease Advisory Committee of the Ministry of Health may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(5) Where any costs are incurred by a recommendation of the parties, it shall be borne by the Employer.

23.8 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

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

23.9 Training

The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting, safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

23.10 Check-In

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

23.11 Protective Clothing

- (a) It is agreed that the Employer shall furnish clothing and protective equipment as agreed below consistent with the current practise of the Employer. Employees are required to wear protective clothing/equipment provided by the Employer.
- (b) The following will apply:
- (1) jeans for the sorters; 2 pair per year up to \$100 maximum;
 - (2) aprons for Sorters, cook whites for Kitchen Staff
 - (3) shirts/pants (per limit above), plus optional rain gear for Drivers and Swampers
 - (4) coveralls for Maintenance Workers;
 - (5) after completion of 488 hours full-time, pro-rated for part-time/casuals upon proof of purchase, up to a maximum \$150 in a two (2) year period toward the purchase of safety boots/shoes for all employees required to wear them. If the employee leaves employment within two (2) years of receiving a payment, the prorated amount paid for boots/shoes will be deducted for final cheque calculation.

23.12 Training

Where an employee is required by the Employer to attend a course for the purpose of training, there shall be no loss of pay on the part of the employee. Any other expenses associated with the training shall be borne by the Employer.

ARTICLE 24 - TECHNOLOGICAL CHANGE

The Procedures to be followed by the Employer and the Union concerning technological changes shall be in accordance with governing labour legislation.

ARTICLE 25 - CONTRACTING OUT

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

ARTICLE 26 - HEALTH AND WELFARE

26.1 Basic Medical Insurance

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

26.2 Extended Health, Dental and Group Life Benefits

- (a) The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The Master Contract shall be controlling in all matters.
- (b) The current practice of the Employer with regard to benefits and cost-sharing outlined in the "Taking Care" benefits booklet is acceptable and shall continue for the term of this Agreement.

- (c) It is agreed the Employer may change carriers and plans from time to time without penalty provided that any new package of benefits plans will provide for an option which is equivalent to the then current benefits.
- (d) Where applicable premium costs should include coverage for the employee's spouse and for dependents.

26.3 Employee Assistance Program (EAP)

- (a) The Employer agrees to make available to all employees, regardless of status/classification, a national Employee Assistance Program specifically designed to assist employees.
- (b) The program will offer professional and confidential assistance and support through problem, assessment and treatment.

26.4 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical exam required under any sick leave plan.

26.5 Registered Retirement Savings Plan

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

Years of Service	Employer Contribution
2-5	3%
6-10	3.25%
11-15	3.5%
16-20	4%
21-25	5%
more than 25	6%

- (b) Employees may make voluntary contributions over and above the basic contributions of the Employer. Voluntary contributions may be withdrawn once per calendar year.
- (c) All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.
- (d) Employer contributions 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.
- (d) When the employee terminates employment with the Employer, they can elect from options identified on the appropriate form.
- (e) All eligible employees shall be provided with the Group RRSP kit/enrolment package.

ARTICLE 27 - PAYMENT OF WAGES & ALLOWANCES

27.1 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.

27.2 Pay-days

- (a) Employees shall be paid every other week.
- (b) The Employer shall provide for the direct deposit/electronic funds transfer of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate pay-day. Employee participation shall be voluntary.

27.3 Rates of Pay

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

27.4 Rate of Pay on Reclassification or Promotion

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

27.5 Downward Reclassification of Position

- (a) If an employee is reclassified to a lower rated position classification, the employee will have his/her wage rate frozen and will continue to be paid the rate of his/her old position until such time as the rate of his/her new position equals or exceeds the rate of his/her old position.
- (b) The employee shall not receive any negotiated salary increases until such time as the rate of the new position equals or exceeds his/her frozen wage rate.
- (c) If an employee voluntarily requests a downward reclassification, then the provisions of this clause do not apply.
- (d) SANRO - If an employee voluntarily requests a downward reclassification or if an employee is reclassified to a lower rated position due to performance reasons, then the provision of this clause do not apply.

27.6 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of a higher paying position, he/she shall receive the rate for the job.
- (b) Substitution to a higher paying position shall be offered to the most senior qualified employee in a lower paying classification.

27.7 Mileage Allowance

- (a) Vehicle allowances for all miles travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties.
- (b) Effective the date of the signing of this Agreement, the rates shall be forty (40¢) per kilometre.

27.8 Meal Allowance

Employees who are required to travel shall be reimbursed for meals in accordance with the following:

Breakfast:	\$9.00
Lunch:	11.00
Dinner:	19.25

27.9 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.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Job Description and Classification

There shall be classifications as defined in Appendix A.

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

28.2 New Classifications

The Employer shall provide to the Union, descriptions of new or altered classifications prior to their implementation, and no such job will be posted or filled until the Union has received a copy of the job description and met with the Employer in an effort to agree on a rate for the job. It is agreed that the parties shall meet as soon as practicable and following such meeting the Employer shall fill the position, even though agreement has not been reached on a rate for the job.

Should the parties fail to reach agreement on the rate for the new position, the matter can be referred to arbitration by either party for a final and binding decision. The parties shall choose from the Arbitrators listed in Appendix C to this Agreement.

ARTICLE 29 - GENERAL

29.1 Political Activity

- (a) If an employee is nominated as a candidate for election to full-time municipal, provincial or federal office, the employee shall be granted leave of absence without pay.
- (b) Conditions of the leave with respect to health and welfare benefits, seniority and vacation entitlement shall be as per Article 21.7 of this Agreement.
- (c) If not elected, or at the conclusion of the term of office, the employee shall be allowed to return to an available position within his/her former classification.

29.2 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Union and the Employer shall print sufficient copies of the Agreement for distribution to employees within sixty (60) days of signing of the Agreement. The cost of printing shall be borne equally by both parties.

29.3 Personal Duties

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

29.4 Rest Break Facility

The Employer agrees to provide a designated rest area which is for the use of employees. The Employer will also provide a clearly identified private washroom "*Employee Only Washroom Facility*".

29.5 Rehabilitation/Volunteer Participation

- (a) It is agreed that volunteers and rehabilitation residents will not be used to fill established positions within the bargaining unit.
- (b) For the term of this Agreement the Employer agrees to supply the Union on a quarterly basis, with the total number of hours which volunteers and rehabilitation individuals have worked during the quarter.

29.6 Employee Purchases

The Employer is prepared to continue the practice of employee purchases.

29.7 Indemnity

Except where there has been 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 his/her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action, provided the Employer has conduct of the action.

29.8 Smoking on Trucks

Employees are not to smoke in company trucks.

ARTICLE 30 - TERM OF AGREEMENT**30.1 Duration**

This Agreement shall be binding and remain in force and effect from April 1, 2006 to midnight, March 31, 2009 unless otherwise provided in this Agreement.

30.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2008 but in any event not later than midnight, January 31, 2009.
- (b) Where no notice is given by either party prior to January 31, 2009 both parties shall be deemed to have been given notice under this section on January 31, 2009 and thereupon Article 30.3 of this Article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Employer designate.

30.3 Commencement of Bargaining

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

30.4 Change in Agreement

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

30.5 Agreement to Continue in Force

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

30.6 Effective Date of Agreement

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

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman, President

Sharon Tidd, Divisional Headquarters

Jorge Garcia, Bargaining Committee

Roy Bennett, Regional Director

Dianne Cook, Bargaining Committee

Bonnie Turner, Operations Manager, SANRO

Chris Hall, Bargaining Committee

Major William Mason, Executive Director, ARC

Gary Connor, Bargaining Committee

Lyle Smith, Operations Manager, ARC

Tirjett Johl, Bargaining Committee

Cheryl Jones, Staff Representative

Dated this _____ day of _____, 20 ____.

APPENDIX A
WAGE SCHEDULE - ARC

Classification	April 1/06	April 1/07	April 1/08
Cook	14.13	14.48	14.85
Desk Clerk	13.39	13.72	14.07
Head Desk Clerk	17.24	17.41	17.59
Attendant	13.39	13.72	14.07
Head Attendant	16.05	16.45	16.86
Kitchen Helper	11.94	12.24	12.54
Driver	11.94	12.24	12.54
Housekeeper	11.89	12.19	12.49
Laundry I	11.83	12.13	12.43
Laundry II	12.13	12.43	12.74
Janitor	11.89	12.19	12.49
Maintenance Worker	17.56	17.74	17.91
Counsellor I	17.83	18.28	18.73
Counsellor II	19.41	19.90	20.39
Counsellor III	19.96	20.46	20.97

- (a) The Probationary Rate will be \$1.00 less per hour.
- (b) Signing bonuses - \$100 for full time, \$50 for part time, and \$25 for casual
- (c) Credential requirements for Counsellor I – Basic counselling training and relevant undergraduate degree, Counsellor II – Recognized certificate in addictions counselling (i.e. ICADC), Counsellor III – Master's Degree in counselling. Current staff are grandfathered at present levels.

WAGE SCHEDULE - SANRO

Classification	April 1/06	April 1/07	April 1/08
Driver	13.21	13.54	13.88
Shipper/Receiver	14.42	14.78	15.15
Truck Helper	11.77	12.06	12.37
Sorter	11.77	12.06	12.37
Bag Ripper	10.00	10.25	10.51
Donation Attendant	11.17	11.45	11.74
Dispatcher	12.22	12.53	12.84
Baler	10.00	10.25	10.51
Warehouse Worker	11.77	12.06	12.37

- (a) The Probationary Rate will be \$1.00 less per hour.
- (b) Truck Helper Driscoll remains frozen for 2006, and moves to standard rates for 2007 and 2008. No signing bonus will apply.
- (c) Seymour and Aitken will be identified as Warehouse Workers.
- (d) Signing bonuses - \$100 for full time, \$50 for part time, and \$25 for casual

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman, President

Sharon Tidd, Divisional Headquarters

Jorge Garcia, Bargaining Committee

Roy Bennett, Regional Director

Dianne Cook, Bargaining Committee

Bonnie Turner, Operations Manager, SANRO

Chris Hall, Bargaining Committee

Major William Mason, Executive Director, ARC

Gary Connor, Bargaining Committee

Lyle Smith, Operations Manager, ARC

Tirjett Johl, Bargaining Committee

Cheryl Jones, Staff Representative

Dated this _____ day of _____, 20 ____.

APPENDIX B**CASUAL EMPLOYEES – VICTORIA ARC*****Seniority:***

- (1) Casuals shall acquire seniority and shall be placed on the casual employee list.
- (2) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.
- (3) A casual employee who does not work for four (4) months shall be removed from the casual employee list.

Wage Rate:

- (1) Upon completion of probation, casuals will receive the regular rate of pay for their classification.
- (2) A casual employee who has not completed probation under this Article and who is reclassified as a regular employee shall serve a probationary period pursuant to the definition of probationary period in this Collective Agreement.
- (3) Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 13.3.

Overtime:

Casual employees shall receive overtime payment as per Article 17.

Casual Availability:

- (1) Casual employees shall be called within the same classification by seniority, when no regular part-time employees are available.
- (2) Casual employees by the last day of the month, shall inform their Supervisor or designate in writing stating their availability for the upcoming month. They shall be called based on their stated availability. Refusal of more than four (4) shifts for which they have indicated their availability will result in their being dropped from the casual list unless a reasonable explanation is provided.
- (3) It is understood that it is an operational necessity that casual employees be available for work on a consistent basis, outside of approved leaves of absences in order to maintain their place on the casual seniority list. Failure to advise on availability as per (2) above, and/or continual indication of non-availability will be grounds for removal from the casual roster.

WCB:

Upon return to work from receiving WCB, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.

Casual employees shall be entitled to any debriefing and/or counselling in relation to involvement in a traumatic or violent incident.

Entitlements:

Casual employees are covered by all provisions of the Collective Agreement except:

- (1) Layoff and recall

- (2) Paid holidays
- (3) Annual vacations
- (4) Sick leaves
- (5) Health and welfare benefits
- (6) Seniority rights (except as it relates to casuals)
- (7) Leaves

Vacation Pay:

Vacation pay as per Article 19.

Work Experience Participants:

- (1) The utilization of work experience participants shall not result in the reduction of hours or the layoff of any regular employee or the replacement of bargaining unit work.
- (2) For relief purposes in bargaining unit positions, casual employees shall be called before any work experience participants.

Call-in Procedure:

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

- (1) Unscheduled part-time staff will be called first.
- (2) Casuals will be called next as per seniority.
- (3) A seniority list will be included in the log book.
- (4) As per the availability list, employees will be called in the order of seniority.
- (5) One phone call will be made to a phone, pager, or cell phone, whichever the employee has designated as the direct communication.
- (6) Messages will be left for a response within fifteen (15) minutes if no return call.
- (7) If no response, go to the next person on the list.

The call-in log record shall record the following:

- (1) Employee called and phone number.
- (2) Shift left vacant.
- (3) Date.
- (4) Time of call.
- (5) Response to call, e.g. refusal, acceptance, decline.

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

APPENDIX C**CASUAL EMPLOYEES - NRO**

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

For the Salvation Army operations in Victoria, it is anticipated that the requirement for Casual employees will be irregular and the number required at any one time will be limited.

The following terms and conditions will apply to casual employees:

1. A casual employee who commences work shall acquire seniority as a casual employee and shall be placed on the casual employee list.
2. Casual employees, whenever practical, shall be called to work on the basis of seniority.
3. A casual employee shall have the right to refuse two (2) calls to work in a twelve (12) month period. More than two (2) refusals in a twelve (12) month period will result in the casual employee being removed from the casual employee list.
4. A casual employee who has not completed probation under this Article and who is reclassified as a regular employee shall serve a probationary period pursuant to the definition of probationary period in this Collective Agreement.

Where a casual employee who has completed probation is reclassified to a regular employee, such employee shall not be required to serve another probationary period, but will be required to complete the qualifying period under Article 12.3

5. Casual employees shall be paid as follows:
 - (a) less than 488 hours of work-probationary wage rate for job
 - (b) more than 488 hours of work-regular wage rate for job
6. Casual employees shall receive overtime payments as follows:
 - (a) hours worked in excess of 7.5 hours or 8.0 hours in a day, depending on job – time and one half (1.5 times)
 - (b) hours worked in excess of 37.5 hours or 40.0 hours per week, depending on job – time and one half (1.5 times)
7. A casual employee who does not work for four (4) months shall be removed from the casual employee list.
8. Casual employees are not entitled to:
 - (a) seniority rights (except as it relates to casual employees)
 - (b) layoff/recall procedure and rights
 - (c) paid holidays
 - (d) annual vacations
 - (e) sick leave
 - (f) leaves
 - (g) maternity/adoption leave
 - (h) health and welfare benefits

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman, President

Sharon Tidd, Divisional Headquarters

Jorge Garcia, Bargaining Committee

Roy Bennett, Regional Director

Dianne Cook, Bargaining Committee

Bonnie Turner, Operations Manager, SANRO

Chris Hall, Bargaining Committee

Major William Mason, Executive Director, ARC

Gary Connor, Bargaining Committee

Lyle Smith, Operations Manager, ARC

Tirjett Johl, Bargaining Committee

Cheryl Jones, Staff Representative

Dated this _____ day of _____, 20 ____.

**APPENDIX D
ARBITRATORS**

The following is the agreed upon list of Arbitrators:

- Guy Beaulieu
- Emily Burke
- Brian Foley
- Ron Keras
- Heather Laing
- Dave McPhillips

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman, President

Sharon Tidd, Divisional Headquarters

Jorge Garcia, Bargaining Committee

Roy Bennett, Regional Director

Dianne Cook, Bargaining Committee

Bonnie Turner, Operations Manager, SANRO

Chris Hall, Bargaining Committee

Major William Mason, Executive Director, ARC

Gary Connor, Bargaining Committee

Lyle Smith, Operations Manager, ARC

Tirjett Johl, Bargaining Committee

Cheryl Jones, Staff Representative

Dated this _____ day of _____, 20 ____.