

COLLECTIVE AGREEMENT

between

**BC ABORIGINAL NETWORK
ON DISABILITY SOCIETY**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION**

Effective from September 6, 2016 to March 31, 2019

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Use of Terms

(a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural*

Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

1.5 No Discrimination

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

The Employer and the Union agrees that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity, or criminal or summary conviction that is unrelated to the employment of that person.

Notwithstanding the above, the parties accept that aboriginal agencies are entitled, by virtue of Section 41 of the *Human Rights Code*, to give preference to aboriginal peoples, and as such will not be restricted by any clause or article contained in the collective agreement, in the hiring, retaining, promoting or advancing of individuals who are not members of the identifiable group that aboriginal agencies are mandated to serve.

ARTICLE 2 - DEFINITIONS

2.1 Employees

- (a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time as identified in Article 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this collective agreement.
- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this agreement on a prorated basis except as provided for in Article 27 (Health and Welfare Benefits).
- (c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30 (Casual Employees).

2.2 Other Definitions

- (a) "*Classification*" defined for the purposes of the collective agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.
- (b) "*Common-Law Spouse*" and "*Common-Law Partner*" means two (2) people who have co-habited as spousal partners for a period of not less than one (1) year.
- (c) "*Day*" is a calendar day, unless otherwise noted.
- (d) "*Gender Identity*" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- (e) "*Ability*" includes the ability to interact effectively with clients.
- (f) "*Union*" means the Union that represents the employees in the certification.
- (g) "*Delegated Function(s)*" means functions performed by employees in classifications authorized or delegated under the *Child, Family and Community Services Act* and the *Adoptions Act*.
- (h) "*Aboriginal*" as defined in the constitution of Canada, "*includes the Indian, Inuit and Métis peoples of Canada*".

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

3.3 Correspondence

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

the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement, shall be forwarded to the President of the Union or designate.

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 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. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) A steward, or her alternate, must obtain the permission of her immediate supervisor before leaving work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

(c) Where the shop steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.

(d) The duties of 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 other related functions during ratification votes;
- (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
- (5) attending meetings called by the Employer.

(e) Where an employee requests steward representation and the Union has determined an appropriate steward is unavailable, a union staff person or local union officer designated by the Union will represent the employee.

3.7 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the agency facilities to hold union meetings. Union meetings, including general and/or committee(s) meetings, held on employer premises shall not interfere with the operation of the Employer.

3.8 Union Communications

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

- (a) The Employer will provide a bulletin board for the exclusive use of the Union. The sites will be determined by mutual agreement. The use of the bulletin boards is restricted to the affairs of the Union.
- (b) The parties may, at the local level, agree upon another method of notifying employees of union business.
- (c) Employees who normally use the Employer's computers for work related business can occasionally access the Union's websites and an electronic copy of the collective agreement during breaks if it does not unreasonably interfere with the Employer's business.

3.9 Union Insignia

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

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

- (a) *Without Pay*
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
 - (5) to stewards to maintain all bulletin boards;
 - (6) to employees designated by the Union to sit as observers on interview panels;
 - (7) to the grievor to attend an arbitration board or any other Labour Relations body.
- (b) *Without Loss of Pay*
 - (1) to stewards, or their alternates, to perform their duties as per Article 3.6;
 - (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours.
- (c) *With Straight-time Pay*

To members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

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

(e) *Collective Bargaining*

Time spent by employees who are members of the Bargaining Committee shall be without loss of pay for time spent in direct negotiations with the Employer and the B.C. Government and Service Employees' Union for the renewal of this collective agreement. The application of this provision shall be limited to a combined maximum of four (4) workdays.

(f) The Employer shall grant, on request, leave of absence without pay:

(1) For employees selected for a full-time position with the Union for a period of one (1) year;

(2) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;

(3) For an employee elected to anybody to which the Union is affiliated for a period of one (1) year and the leave shall be renewed upon request.

3.11 Right to Refuse to Cross Picket Lines

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

(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.

3.12 Labour Relations Code

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

3.13 Emergency Services

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

ARTICLE 4 - UNION SECURITY

(a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

(c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

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. All deductions shall be remitted to the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

Before the Employer is obliged to deduct any amount under 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 by the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

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.

The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint 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. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.

The Employer will notify the steward of new employees and of their primary work location within ten (10) days of the start date of the new employee. 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 thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Representatives

The Employer agrees that access to its premises will be granted to representatives 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 or other union-related business. Representatives of the Union shall notify the Executive Director in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

8.3 Labour Management Committee

(a) There shall be established a labour/management committee composed of one (1) union representative and one (1) employer representative. The parties may mutually agree to increase the size of the Committee up to a maximum of four (4) union representatives and four (4) employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

Where warranted, and where an employer has locations in more than one (1) geographic area, a separate labour/management committee may be established for each of those geographic areas.

(b) The Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union shall be compensated with straight-time pay. Compensation at straight-time pay for work outside the Committee members' regular working hours is limited to a combined total twenty-four (24) hours per year.

(c) The Executive Director and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by the Employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer within three (3) working days.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

8.4 Technical Information

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- (b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including all MOUs, Letters and Addendums attached to the collective agreement including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures.

9.2 Step 1

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

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4, must do so not later than thirty (30) days after the date:

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

9.4 Step 2

- (a) Subject to the time limits in Article 9.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the Executive Director through the union steward.
- (b) The Executive Director shall provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply to Step 2

(a) Within ten (10) days of receiving the grievance at Step 2, the Executive Director, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.

(b) An aboriginal employee, with the mutual consent of the Employer, may have her grievance heard by an Elders Council which has been mutually agreed to by the employee and the Executive Director. Recommendations to resolve the difference, made by the Elders Council, are without prejudice. Where the recommendations are unacceptable, either party may then advance the grievance to the next step of the grievance procedure. Time limits will be extended by the time taken by the Elders Council to make written recommendations to resolve the difference. The parties agree that the hearing of the grievance by the Elders Council shall take place within thirty (30) days of the request.

It understood that the employee has the right to have union representation involved in this process.

(c) The Executive Director at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

9.6 Step 3

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

(a) within fourteen (14) days after the reply has been conveyed to him/her by the Executive Director to handle grievances at Step 2; or

(b) within fourteen (14) days after the Employer's reply was due.

9.7 Time Limit to Reply to Step 3

The Executive Director shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

9.8 Time Limit to Submit to Arbitration

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

(1) thirty (30) days after the Employer's reply at Step 3 has been received; or

(2) thirty (30) days after the Employer's reply was due.

(b) Once the Employer has been informed of the intention to submit the dispute to arbitration, the parties will exchange particulars and documents that have not already been provided. Where either party believes a document is confidential or private in nature, that party may withhold the document or produce it subject to mutually agreed conditions. A good faith failure to identify and produce a relevant document at this stage does not prejudice a party's subsequent conduct of its case. Nothing in this article precludes a party from obtaining a disclosure order from an appointed arbitrator.

9.9 Failure to Act

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

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievance

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

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

9.12 Deviation from Grievance Procedure

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

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

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

9.13 Policy Grievance

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

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

9.14 Technical Objections to Grievances

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

9.15 Management Grievance

The Executive Director may initiate a grievance at Step 3 of the grievance procedure, by presenting the grievance to the President of the Union or designate. Time limits and process are identical to a union grievance.

ARTICLE 10 - ARBITRATION

10.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9 (Grievances), notify the other party within thirty (30) days of the receipt of the reply at the third step, that the grievance is to be submitted to arbitration. Such notice shall be by priority courier or by facsimile.

10.2 Appointment of the Arbitrator

Where a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix B (List of Arbitrators). The individuals will be appointed in rotation unless they are unable to schedule the hearing within sixty (60) days in which case the next individual on the list will be appointed. Where the parties mutually agree, an arbitrator who is not listed in Appendix B (List of Arbitrators) may be appointed.

Appendix B may be amended by mutual agreement to allow for aboriginal arbitrators.

10.3 Board Procedure

The 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 his/her first meeting.

10.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which he/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.

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

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

10.7 Amending Time Limits

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

10.8 Witnesses

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

(a) The Executive Director may dismiss or suspend for just cause any employee who has completed 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 11.2(a) above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.

(b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

(d) Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

(e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.5 Personnel File

(a) An employee, or the President of the Union or her designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. The Executive Director may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five (5) working days' notice prior to giving access to such information.

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

11.6 Right to Have Union Representative Present

- (a) An employee shall have the right to have a steward present at any interview with the Executive Director, which the employee believes might be the basis of disciplinary action. Where the Executive Director intends to interview an employee for disciplinary purposes, they shall 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 interview. This clause shall not apply to those interviews 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 interview with the Executive Director which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.
- (c) An employee has the right to select the steward she wishes to represent her providing that this does not result in an undue delay.

11.7 Abandonment of Position

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

11.8 Probation

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.2 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all employees shall be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period shall not exceed six (6) calendar months.
- (c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months.
- (d) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.
- (e) The probationary period for employees who perform delegated functions shall be six (6) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

11.9 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.

(b) The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and shall not be referred to by either party in any third party proceedings.

(c) The Employer will notify the union 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 12 - SENIORITY

12.1 Seniority Defined

(a) Seniority includes employment with the Employer prior to certification and shall be as follows:

(1) Regular full-time employees shall have a seniority date, which includes all seniority as a regular part-time employee and as a casual employee and shall include all absences for which seniority continues to accumulate.

(2) Regular part-time employees shall accrue seniority based on all hours paid.

(3) Casual employees shall accrue seniority on an hourly basis for all hours paid.

(4) For the purpose of part-time and casual seniority, seniority shall be credited as all hours paid for and shall include all absences for which seniority continues to accumulate.

(5) Upon achieving regular full-time employee status, a part-time or a casual employee shall have their hourly seniority converted to a seniority date. The resulting date shall be deemed to be the employee's seniority date.

(6) Regular full-time employees who are returned to either part-time or casual status shall have their seniority converted to hours.

12.2 Seniority List

The Employer will prepare and provide to the Union once every year an up-to-date seniority list containing the following information pertaining to its regular employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay.

This seniority list, except rate of pay, shall be posted by the Employer at all worksites for thirty (30) days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes for the duration of that posting period.

The Employer will provide the Union and a union designated employee with a copy of the seniority list upon request.

12.3 Loss of Seniority

An employee shall lose her seniority only in the event that:

- (a) she is discharged for just cause;
- (b) subject to Article 12.5, she voluntarily terminates her employment or abandons her position, as per Article 11.7 (Abandonment of Position);

- (c) she is on layoff for more than one (1) year;
- (d) upon being notified by the Employer by priority courier or facsimile at her last known address that she is recalled from layoff, she fails to contact the Employer with her acceptance of recall within seven (7) days of receipt of the recall notice. After contacting the Employer, employees shall have up to fourteen (14) days to return to work;
- (e) she is permanently promoted to an excluded position and does not return to the bargaining unit within six (6) months.

12.4 Re-Employment

An employee who resigns her position and within ninety (90) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

12.5 Bridging of Service

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

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probation period on re-employment.

12.6 Same Seniority

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is:

- (a) 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, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four (4) hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

13.2 Pre-Layoff Canvass

(a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 13.3, the Employer shall canvass employees in order to invite:

- (1) placement on the casual call-in and recall lists with no loss of seniority;
- (2) early retirement; or
- (3) other voluntary options, as agreed to by the Union and the Employer.

Where more than one (1) employee expresses interest in one (1) of the above options, they shall be offered to qualified employees on the basis of seniority.

(b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.

(c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

13.3 Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority within the appropriate shift within their worksite. Layoff notice shall include a current list of junior positions available to bump under Article 13.4.

13.4 Bumping

(a) The Employer will identify the date that the layoff will begin.

(b) A laid off employee can choose:

- (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
- (2) To bump any employee with less seniority if she is qualified to perform the work. An employee can bump up, but not into a supervisory position.

(c) An employee must exercise her bumping rights within seven (7) days of receiving a notice of layoff by providing written notice to the Executive Director.

13.5 Recall

(a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier or facsimile. Employees must accept recall within seven (7) days of receipt of the priority courier or facsimile. Employees shall have fourteen (14) days after accepting recall to return to work.

(b) The recall period shall be one (1) year.

At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority.

(c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.6 Advance Notice

The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one (1) of the following provisions:

- (a) one (1) weeks' notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) three (3) weeks' notice and/or pay in lieu of notice after two (2) consecutive years of employment, plus one (1) additional week for each year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls may be initiated at Step 2 or 3 of the grievance procedure.

13.8 Worksite Closure

- (a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union. Following consultations, where the Employer offers positions to all or part of the staff affected, the following shall apply:
 - (1) Employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of three (3) months.
 - (2) If the downward classification lasts longer than three (3) months, no employee shall suffer more than ten percent (10%) reduction in their basic pay.
- (b) An employee who is classified downward as per (2) above shall be offered, in order of seniority, the first vacancy in her former classification with the equivalent number of hours, or less, that she was working prior to her layoff, prior to the application of the recall provision.

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purpose 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.

14.2 Hours of Work

Staff will be at work between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday. The office is closed from 12:00 p.m. to 1:00 p.m. daily.

- (a) The hours of work for each regular full-time employee covered by this agreement, exclusive of meal times, shall be thirty-five (35) hours per week.
 - (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that she is not required to work, the employee shall be paid for a minimum of two (2) hours' pay at her regular rate.
 - (2) An employee reporting for work at the call of the Employer, shall be paid a minimum of three (3) hours' pay at her regular rate if she commences work.

- (3) The Employer shall not schedule shifts of less than four (4) hours in duration.
- (b) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Union and the Employer.
- (c) Notwithstanding (c), 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 14.2(a). Employees must have a twenty-four (24) hour break after six (6) consecutive days of work.

14.3 Rest Periods

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

14.4 Meal Periods

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) An employee shall be entitled to take her meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time including the accrual of all benefits of the collective agreement. Where employees are required to remain at work during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.

14.5 Flexitime

- (a) For the purpose of this agreement, flexitime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
 - (1) choose their starting and finishing times; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.
- (b) The full-time employee on flexitime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for employees on flexitime shall be two (2) pay periods.
- (d) The workday for those employees on flexitime shall not exceed ten (10) hours.

14.6 Staff Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

14.7 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2(a), special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave shall be converted to hours on the basis of the normal full-time daily hours of work outlined in Article 14.2(a),

and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 - SHIFT SCHEDULES

The Employer will endeavour to post shift schedules fourteen (14) days in advance of the beginning of the work schedule but the parties recognize that changes can be made within the fourteen (14) day period for bona fide operational requirements.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
- (1) the scheduled daily hours of a full-time employee;
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double-time*" means twice (2x) the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times (2½x) the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement shall be calculated in twenty (20) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

16.3 Recording of Overtime

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

16.4 Sharing of Overtime

Overtime work shall be allocated equitably within the worksite.

16.5 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2 (Hours of Work), or who are requested to work on their scheduled day of rest, shall be paid:

- (a) time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled workday; and
- (b) double-time (2x) for hours worked in excess of the two (2) hours referred to in (a) above;
- (c) double-time (2x) for all hours worked on a scheduled day of rest.

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

An employee may choose to receive equivalent compensatory time off in lieu of overtime. Time off shall be scheduled at a mutually agreeable time.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) When an employee is required to work overtime, the Employer shall pay for any dependant care expenses incurred by the employee. Such expenses to be the dependant care expenses normally paid by the employee.

16.8 Callback Provisions

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

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her automobile to work, the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2).

16.9 Rest Interval

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

16.10 Overtime for Part-Time Employees

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

16.11 Authorization and Application of Overtime

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

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

The Employer and the Union recognizes that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee shall, when possible, make every effort to obtain authorization. If this is not possible, she will use her discretion in working the overtime and the Employer shall be considered to have authorized the time in advance.

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	National Aboriginal Day or Louis Riel Day
Family Day	December 24 th

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

Employees shall be entitled to either National Aboriginal Day or Louis Riel Day as paid holidays as determined by the Employer.

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5, Vacation Schedules.

17.4 Working on a Designated Lieu Day

If a regular employee is called to work on a day designated as the lieu day, the employee shall be compensated at time and one-half (1½x) for all hours worked and the lieu day shall be rescheduled in accordance with Article 17.3.

17.5 Holiday Falling on a Workday

An employee who is required to work a designated holiday shall be compensated at time and one-half (1½x) for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 17.11 (Paid Holidays for Part-time Employees). The lieu day shall be scheduled by mutual agreement or in accordance with Article 18.5 Vacation Schedules or where the Employer and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned or where the Employer and the full-time employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 Vacation Schedules.

17.6 Holiday Coinciding with a Day of Vacation

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

17.7 Paid Holiday Pay

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

17.8 Religious and Ethno-Cultural Holidays

An employee shall have the option of working Boxing Day and Easter Monday if her worksite is open, in exchange for two (2) paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 17.1. Employees exercising this option shall not be entitled to compensation pursuant to Article 17.5 on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two (2) days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

17.9 Other Observances

- (a) Each employee will receive one (1) day paid cultural leave per year commencing September 1, 2016.
- (b) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (c) Employees shall provide the Employer with the dates of the four (4) days for which leave will be requested. A minimum of two (2) weeks' notice is required for leave under this provision.

17.10 Paid Holidays for Part-Time Employees

Regular part-time employees will accumulate a statutory holiday bank based on four point two percent (4.2%) of their regular straight-time hours in each pay period. When a paid holiday occurs, and where the bank contains sufficient hours, the employee will be paid an amount from their paid holiday bank which is equal to the employee's average regular daily hours (determined by prorating the employees' regular schedule by the full-time hours as per Article 14.2[a]).

17.11 Eligibility for a General Holiday

- (a) All employees who receive at least fifteen (15) days' pay (regular pay) during the thirty (30) calendar days preceding the holiday shall receive his/her regular rate of pay for the holiday.
- (b) Employees who have not worked at least fifteen (15) days during the thirty (30) calendar days preceding the holiday because of the terms and conditions of their employment shall receive one-twentieth 1/20 of his/her regular rate of pay earned during the thirty (30) calendar days preceding the holiday.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

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

- (a) New employees who have been continuously employed for less than one (1) year will receive four percent (4%) of earnings in lieu of vacation entitlement.
- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay.
- (c) Part-time employees will receive vacation entitlement as listed below on a pro-rated basis:
- (1) One (1) year to three (3) years continuous service eleven (11) workdays
 - (2) Four (4) years to five (5) years continuous service..... sixteen (16) workdays
 - (3) Six (6) years' to nine (9) years continuous service..... twenty-one (21) workdays
 - (4) Ten (10) years' continuous service and beyond twenty-five (25) workdays
- (d) Annual vacation entitlement shall be adjusted for any unpaid leaves of absence in excess of twenty (20) days per year in accordance with Article 20.7 (Benefits While on Unpaid Leaves of Absence).

18.2 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority.
- (b) An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the employee's first choice of a vacation period. Seniority shall prevail in the second vacation period. Seniority shall also prevail in further choices in the same manner.

Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.4.

18.3 Vacation Pay

Upon twenty-one (21) 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 her regular paycheque issued during the vacation period.

18.4 Vacation Schedules

Employees shall submit their vacation requests to the Executive Director on or before May 31st.

18.5 Vacation Schedule Changes

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

18.6 Vacation Pay Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1.

18.7 Vacation Credits Upon Death

Where an employee has designated a beneficiary, earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

18.8 Approved Leave of Absence With Pay During Vacation

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

18.9 Vacation Interruption

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

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

- (a) The Employer will provide all employees with paid sick leave and paid leave to attend to the medical needs of an immediate family member living with the employee.

- (b) *Sick Leave Credits*

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one and one quarter (1¼) days per month. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.

- (c) *Family Illness (Medical Leave)*

Employees shall be entitled, after notifying the Executive Director in writing, to a maximum of five (5) workdays with pay per calendar year to attend to the illness or medical needs of an immediate family member living with the employee. Leave for family illness shall be deducted from the employee's accumulated/earned sick leave.

19.2 Employee to Inform Employer

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

19.3 Medical/Dental Appointments

- (a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted in accordance with Article 20.2.

(b) Where an employee's qualified medical practitioner refers the employee to a Specialist, then any necessary travel time, to a maximum of one (1) working day, for the employee to visit such Specialist, shall be granted in accordance with Article 20.2.

19.4 Workers' Compensation Benefit

(a) Employees shall receive directly from the Workers' Compensation Board (WCB) any wage loss benefits to which they may be entitled.

(b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue.

(c) An employee will be entitled to use accrued sick leave credits while waiting for WCB benefits to be approved. An employee shall reimburse the Employer for any sick leave paid to them at such time as WCB benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Compassionate Leave

(a) Compassionate leave of absence of three (3) consecutive days shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster-parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, first aunt or uncle, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. The leave will include up to an additional two (2) days travel associated with compassionate leave.

The above leave will apply to an employee's miscarriage or an employee's partner's miscarriage.

(b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the compassionate leave as provided above, if any, may be taken at the time of the ceremonial occasion.

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

(d) In the event of the death of the employee's friend, client she works with, co-worker, Hereditary Chief, Prominent Elder from their own territory, or other relative of the employee shall be entitled to compassionate leave without pay for up to one (1) day for the purpose of attending the funeral or other ceremonial occasion.

20.2 Special Leave

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave without pay to a maximum of ten (10) days per year and to include Article 19.3.

20.3 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, federal, first nation or other aboriginal election, for a maximum period of ninety (90) days;

- (b) for employees selected for a paid position with the Union or anybody to which the Union is affiliated for a period of up to one (1) year and shall be renewed upon request of the Union;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to a full-time position of the Union or anybody to which the Union is affiliated, the leave shall be for the period of the term and shall be renewed upon request of the Union;
- (e) for an employee appointed or elected to a full-time position with a first nation or other aboriginal organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

20.4 Leave for Court Appearances

- (a) The Employer shall grant leave without loss of pay 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. The Employer will pay all related travel costs not paid for by the Courts.
- (b) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (d) For all the above leaves, the employee shall advise the Executive Director as soon as she is aware that such leave is required.

20.5 Elections

Any employee eligible to vote in a federal, provincial, municipal, first nations or other aboriginal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast her ballot.

20.6 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. All requests, approvals and denials for leave shall be in writing. Approval shall not be withheld unjustly.
- (b) Upon return from leave of absence, the employee will be placed in her former or equivalent position.
- (c) Upon return from leave of absence, up to eighteen (18) months, the employee will return to their former position. Eighteen (18) months or more of leave of absence, the employee will be offered the first available position of which they are qualified to perform.
- (d) If an employee has been denied long-term disability benefits as per Article 27.7 (Long-Term Disability Benefits), they are deemed to be on a general leave of absence. A general leave of absence, as per (a) requires approval of the leave to be in writing. If the leave extends past eighteen (18) months, the Employer will notify the employee in writing that their position will be posted. The employee is required to acknowledge the letter and notify the Employer of their return to work date. If the employee does not respond to the Employer, as per the Employer's letter, they will be deemed to have resigned their employment.

If the employee remains on approved leave of absence, after eighteen (18) months, (b) would apply.

20.7 Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits.

If an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds twenty (20) working days in any year, the employee shall not accumulate benefits from the twenty-first (21st) day of the unpaid leave, but shall accumulate seniority and receive credit for previously earned benefits upon expiration of the unpaid leave.

Payment of benefit premiums will be prorated for partial months.

20.8 Compassionate Care Leave

An employee who has been approved for Employment Insurance Compassionate Care Benefits will be approved for an unpaid leave of absence.

Employees waiting for approval of Employment Insurance Compassionate Care Benefits may be granted general leave as per Article 20.6 (General Leave).

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

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

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

21.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner 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 qualified 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 qualified medical practitioner's certificate is presented.

21.2 Parental Leave

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees shall be granted parental leave as follows:

(1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21,

(2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, 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 or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) 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 qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave without Pay

All leave taken under Article 21 is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 and 21.2 in respect of the birth or adoption of any one (1) child shall not exceed fifty-two (52) weeks, except as provided under Article 21.1(f) and/or 21.2(c).

21.5 Return from Leave

(a) On return from leave, an employee shall be placed in her former position .

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

21.6 Benefit Plan

(a) If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums for a period of time equal to which is provincially required.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.10 or fail to remain in the employ of the Employer for at least six (6) months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

21.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority 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.

21.8 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 qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

21.9 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 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year.

An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care 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 child care leave, an employee shall be placed in her former position .

21.10 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 21 commenced unless they advised the Employer of their intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 21—Maternity and Parental Leave if they do not return to work after having given such advice.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

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

22.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer commits to investigate the use of environmentally friendly products.

It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

22.3 Joint Safety and Health Committee

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership shall be as follows:
 - (1) the Committee shall be comprised of a minimum of two (2) members appointed by the Union and two (2) members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
 - (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary shall be an employee member, and vice versa.
- (d) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this committee. Where the meeting is held outside the Committee members' regular working hours, committee members will receive straight-time pay.
- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.
- (g) Each union committee member is entitled to an annual educational leave totalling eight (8) hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

22.4 Unsafe Work

- (a) An employee may exercise her right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations.

22.5 Workplace Violence/Aggressive Conduct

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

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

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post-traumatic counselling for individuals who have been exposed to violence of an unusual nature, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Where an employee requires time off to attend defusing or debriefing, it will be without loss of pay.

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer.

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

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WCB counselling and such other support as may be reasonably available.

22.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of her shift.

22.7 Transportation of Accident Victims

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.8 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone.

The Employer will assess the degree of risk in any workplace where an employee is required to work alone. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk of disabling injury, if the worker is not able to secure assistance in the event of injury or other misfortune.

The assessment will be reviewed by the Joint Safety and Health Committee.

22.9 Communicable Diseases and Parasitic Infestations

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer shall inform the staff about the inherent risk of the communicable disease or parasitic infestation.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they shall be entitled to leave without loss of pay for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment.

(e) The Employer shall, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

(f) The Employer may provide, as needed, information sessions/ in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

22.10 Protective Clothing and Supplies

The Employer shall supply protective clothing supplies as required by the Workers' Compensation Board. The Employer shall maintain and replace such supplies and tools as required.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

"Technological change" means:

(a) the introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or

(b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;

(c) equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

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

23.2 Advance Notice

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

23.3 Discussions

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

23.4 Employment Protection

A regular employee who is displaced from her job by virtue because of technological change will be considered to be laid off according to Article 13.

23.5 Training

Where technological change may require additional knowledge and skill on the part of regular employees, such employees shall be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify

for the new position within a training period determined by the Employer. The Employer agrees to pay the cost of such training.

23.6 New Employees

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

ARTICLE 24 - PROMOTION AND STAFF CHANGES

24.1 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven (7) days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.

(b) Qualified internal candidates shall be considered and interviewed prior to external candidates.

(c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the worksite in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours shall form part of her ongoing regularly scheduled hours.

24.2 Information in Postings

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, 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 her duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state "*this position requires union membership*".

24.3 Appointment Policy

(a) For lateral transfers or demotions, the internal applicant with the requisite qualifications and abilities will be awarded the position. Where the above factors are relatively equal, seniority will be the determining factor. Where there are no qualified internal applicants, the Employer may appoint a qualified external applicant.

(b) For promotions, the qualifications, abilities and seniority of the applicants concerned will be the considerations. Where the above factors are relatively equal, seniority will be the determining factor. Where internal applicants compete with external applicants, the internal applicants will be given a twenty-five percent (25%) advantage over the external applicants.

24.4 Transfers

In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.9 (Employee Investigations) applies, the Employer shall provide written reasons for permanent transfers, a minimum of fifteen (15) days prior to transfer.

24.5 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to her former position, she shall be returned to her former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial 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.

24.6 Local Union Observer

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

24.7 Notification

- (a) Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

24.8 Right to Grieve

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

24.9 Vacation Letters

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter of preference with the Executive Director indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

24.10 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months shall be posted as per Article 24.1.
- (b) Casual employees may elect to maintain their ten point two percent (10.2%) in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three (3) months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union, or as specifically permitted in this agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

- (e) Where an employee is off on long-term disability benefits, a temporary posting may continue to a date of eighteen (18) months from that employee's last day worked. If the employee returns to work within the eighteen (18) months period, they will return to their former positions.
- (f) If the eighteen (18) months as noted above is reached and the employee is still off on long-term disability benefits, the position will be posted as a regular position, the employee will be offered the first available positions upon their notice to return to work.
- (g) If an employee has been denied long-term benefits, Article 20.6 applies.

24.11 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, the Executive Director shall be notified as soon as the requirement to appear for an interview is made known.

24.12 Deemed Qualified

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

24.13 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews shall take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one (1) of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

Both parties recognize that improved client care 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 skills.

25.2 Staff Development Leave

- (a) An employee shall be granted leave without loss of pay, at her basic rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee shall not exceed the full-time daily hours of work as outlined in Article 14.2 (Hours of Work).

When such leave is granted, the Employer shall bear the full cost, including tuition fees, entrance or registration fees, and course-related books. The Employer shall also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

(b) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.

(c) Approval of requests will be given reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.

(d) Should the employee noted above terminate her employment for any reason during the six (6) month period following completion of the above-noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

(a) Paydays will remain the current practice of biweekly on Friday's no later than 2:00 p.m. unless otherwise negotiated between the parties. The Employer will investigate automatic payroll deposit for the future.

(b) A comprehensive statement detailing all payments, allowances and deductions be provided each pay period. The Employer will advise employees in writing on a monthly basis their vacation, sick leave, lieu time and overtime banks.

(c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

26.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix A (Wage Grid) of this agreement.

26.4 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit for more than three (3) days, they shall receive salary of that position.

26.5 Transportation Allowance

(a) An employee who uses her own motor vehicle to conduct business, on behalf of and at the request of the Employer, shall receive an allowance, as of April 1, 2013, fifty-two cents (52¢) per kilometer.

(b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

26.6 Meal Allowance

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

Breakfast	\$12.00
Lunch	\$14.00
Dinner	\$25.00
Or per diem	\$51.00

26.7 Travel Advance

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement and will receive seventeen dollars (\$17) for overnight incidental expenses.

26.8 Salary Rate Upon Employment

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

26.9 Child Care Expenses

Regular employees, upon submission of child care receipt, will receive thirty dollars (\$30) per night per child, up to the age of sixteen (16), while an employee is on travel status and such travel requires the employee to obtain the services of a child care provider.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS**27.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first (1st) day of the month following the month in which the employee successfully completes her probation period or her trial period not to exceed three (3) months.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work twenty-five (25) regular hours or more per week.

27.2 Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

- (a) Group Life coverage shall continue without premium payment for a period of thirty-one (31) days following the date the employee's employment terminates.
- (b) Accidental Death and Dismemberment coverage shall terminate on the date the employee's employment terminates.
- (c) Long-Term Disability coverage shall terminate on the date the employee's employment terminates.

27.3 Definition of Spouse and Other Dependants

"*Common-law spouse*" means two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

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

"*Family*" means the employee's spouse as defined above and below and her dependant(s) as defined above.

"*Spouse*" means wife, husband or common-law spouse.

The Employer shall pay one hundred percent (100%) of the monthly premium for eligible regular employees, their spouse, and dependent children.

27.4 Dental Plan

The Employer shall pay one hundred percent (100%) of the monthly premiums for the dental plan that will cover the employee, her spouse and dependent children, provided they are not enrolled in another comparable plan.

27.5 Extended Health Plan

The Employer shall pay one hundred percent (100%) of the monthly premiums for the extended health care plan that will cover the employee, her spouse and dependent children, provided they are not enrolled in another plan.

27.6 Group Life and Accidental Death and Dismemberment

The Employer shall pay one hundred percent (100%) of the monthly premiums for Group Life and Accidental Death & Dismemberment.

27.7 Long-Term Disability

The Employer shall provide a long-term disability plan on a cost share basis.

The Employer will investigate with the existing carrier implementation of a review committee for the Long-Term Disability.

27.8 Payment of Premiums

The sole responsibility of the Employer is to arrange for a carrier to provide the health and welfare benefits required by the collective agreement and the payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.

The Employer will provide a copy of the existing CINUP Benefit Plan and may change plans as long as benefits are not less than the existing plan agreed to in the collective agreement.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Personal Property

On request, and with reasonable notice, the Employer shall provide a secure space for employees to store personal possessions, wallets, and/or purses when the employees are at the employees' headquarters/worksite.

28.2 Supply and Maintenance of Equipment

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

28.3 Indemnity

(a) *Civil Actions* – Except where there has been gross negligence on the part of an employee, the Employer will:

- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (2) assume all reasonable costs, legal fees, and other expenses arising from any such action, provided that legal counsel representing the employee shall be appointed by the Employer or its insurers.

(b) *Criminal Actions* – Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees, provided that legal counsel representing the employee shall be appointed by the Employer or its insurers.

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

28.4 Copies of Agreement

(a) The B.C. Government and Service Employees' Union and the Employer desire every employee to be familiar with the provisions of this agreement, and her rights and obligations under it. For this reason, the parties shall have printed sufficient copies of the agreement for distribution to employees.

(b) The B.C. Government and Service Employees' Union will print and distribute copies of the collective agreement.

28.5 Contracting Out

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

28.6 Personal Duties

The Employer and the B.C. Government and Service Employees' Union agree that an employee will not be required to perform work not related to the business of the Employer.

28.7 Job Descriptions

The Employer agrees to supply each employee and the B.C. Government and Service Employees' Union with a copy of current job descriptions.

28.8 Staff Confidentiality

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer shall take all reasonable precautions to safeguard it.

28.9 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate(s) shall be borne by the Employer. Time spent at the course for certificates will be considered time worked and will be compensated at the appropriate rate of pay.

28.10 Volunteers

It is agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in the layoff of bargaining unit employees.

28.11 Christmas Closure

It is the Employer's practice to close down BC Aboriginal Network on Disability Society offices in conjunction with the annual Christmas holidays that follow school closure. The parties agree that if programs are shutdown, staff will be entitled to full pay. Should there be staff required to work they are not entitled to take paid days off at a later date.

It is agreed that those programs/employees who must work during this period will mutually share such workdays. Staffing levels must meet statutory requirements. It is further understood that any paid days off are over and above the regular vacation entitlement.

ARTICLE 29 - HARASSMENT

Preamble

The Employer and the Association of Unions agree that every person working in the social services sector has the right to work in an environment free from harassment. The parties will work jointly to support and implement education and prevention efforts to address harassment.

29.1 Personal and Psychological Harassment

- (a) Personal and psychological harassment means objectionable conduct that:
- (1) creates a risk to a worker's psychological or physical well-being or causes a worker substantial distress or to be humiliated or intimidated; or
 - (2) is discriminatory behaviour based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity that causes substantial distress; or
 - (3) is serious inappropriate conduct by a person that serves no legitimate work-related purpose; and

- (4) is repeated or persistent or may be a single serious incident.
- (b) Reasonable conduct by a manager or supervisor in directing workers and carrying out her management duties in good faith is not harassment.

29.2 Sexual Harassment

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

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

- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

29.3 Harassment Complaints

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process.
- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) The complainant and the respondent (if she is a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *BC Human Rights Code*.

29.4 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six (6) months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Executive Director (or the equivalent or designate). When the Executive Director has received a complaint, she will notify the

respondent and the union staff representative of the substance of the complaint in writing within fifteen (15) days.

(c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 29, and the remedy sought.

(d) The Executive Director or her designate will investigate the complaint and will complete her report in writing within thirty (30) days.

(e) The Employer will take action to resolve the complaint within ten (10) days of receiving the investigator's report.

(f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.

(g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.

(h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.

(i) If the respondent is the Executive Director (or equivalent), the Union will notify the Board of Directors (or equivalent) within fifteen (15) days of receiving the complaint. The Board of Directors and the Union will appoint a mutually agreeable independent investigator. The independent investigator will investigate the complaint within thirty (30) days of receiving it and submit her report to the Board of Directors. The Union will be apprised of the resolution.

(j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

29.5 Appeal

(a) Disputes resulting from actions taken under this article may be grieved within thirty (30) days at Step 3 of the grievance procedure.

(b) A grievance must be submitted through the Union to an arbitrator from the list of arbitrators in Appendix B.

(c) The Arbitrator may first try to reach a resolution acceptable to the Employer and the Union.

29.6 Systemic Issues

In the case of possible systemic issues or multiple complaints, the Employer and the Union may agree to seek the assistance of an independent investigator agreeable to the parties. The investigator will examine any underlying issues that may contribute to harassment in the workplace and recommend preventative and corrective measures to the parties. This provision does not preclude an employer from seeking an independent investigator if the Union does not agree to an appointment and/or the Employer deems one necessary on the merits of the situation.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods where regular employees, as per Article 14.2(e) (Hours of Work) have

not requested topped up hours. These periods shall not exceed three (3) months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

30.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees which shall be supplied every two (2) months to the Union and posted on all union bulletin boards.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked thirty (30) days. Seniority shall accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from Maternity or Parental Leave, receiving WCB or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, 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. A casual shall continue to accrue seniority for leaves as per Article 3.10 (Time Off for Union Business).
- (d) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Article 12.1 (Seniority Defined) and as continuous service for the purposes of Article 18.1 (Annual Vacation Entitlement).

30.3 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a federal, provincial, municipal, first nations or other aboriginal election for a maximum period of ninety (90) days; and
 - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal or first nations or other aboriginal election or a referendum shall have four (4) consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of compassionate leave, casual employees are entitled to leave as per Article 20.1 (Compassionate Leave) without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.
- (f) An employee who resigns her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority.

30.4 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive ten point two percent (10.2%) of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.5 Application of Agreement to Casual Employees

The provisions of Articles 13 (Layoff and Recall), 14.5 (Flextime), 14.7 (Standby Provisions), 16.10 (Overtime for Part-time Employees), 17 (Holidays), 18 (Annual Vacations), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), 27 (Health and Welfare Benefits) and 31 (Registered Retirement Savings Plan) do not apply to casual employees.

30.6 Statutory Holidays

A casual employee who works on a designated holiday shall be compensated at time and one-half (1½x) for the hours worked.

30.7 Regular to Casual Status

Regular employees may apply to transfer to casual status. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority to the date of transfer.

An employee who transfers from regular to casual status shall have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Article 24.10.

ARTICLE 31 - REGISTERED RETIREMENT PLAN

- (a) All regular employees upon successful completion of the probationary period shall enrol in the plan.
- (b) Employees can select between one percent (1%) to five percent (5%) of regular earning for contributions to the Plan.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees will notify the Employer in writing by March 15th each fiscal year as to their elected contribution rate for the next fiscal year. Once the employee's elected contribution rate has been received by the Employer, that rate will be locked in for the duration of the new fiscal year.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect until midnight, March 31, 2019.

32.2 Notice to Bargain

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 1, 2019, but in any event not later than midnight, March 31, 2019.

Where no notice is given by either party prior to March 31, 2019, both parties shall be deemed to have been given notice under this article on March 31, 2019.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 32.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

32.4 Changes in Agreement

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

32.5 Effective Date of Agreement

The provisions of the agreement shall come into full force and effect on the date of ratification, unless specified otherwise.

32.6 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Neil Belanger, Executive Director
BCANDS

Cheryl Jones
Staff Representative

Stephen Lytton, President
Board of Directors, BCANDS

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wages**

Position	Hourly Rate
Disability Case Manager (DCM)	24.24
Resource Support Worker (RSW)	20.20
PWD Assistant	19.00
PWD Adjudicator	22.00
RDSP Navigators	24.00

The parties agree to meet March 31, 2018 for a wage reopener.

Signing bonus:

For all employees hired prior to September 1, 2016:

Full-time employees eight hundred dollars (\$800)

Part-time employees three hundred and fifty dollars (\$350)

**APPENDIX B
List of Arbitrators**

As per Article 10.2 of the collective agreement the agreed upon list of arbitrators is as follows:

James Dorsey
Brian Foley
Heather Raven

**MEMORANDUM OF AGREEMENT #1
Re: Health and Welfare Benefits for Status Indians**

A "*status employee*" is defined as an employee who is identified as being a person registered as an Indian, under the *Federal Indian Act*.

A status employee may be entitled to receive certain health and welfare benefits, in part or in whole from other sources and those benefits may be superior in some respects. The Employer commits that qualified individuals will have a benefit plan available to them, as specified under Article 27 of the collective agreement, and will do everything reasonable to facilitate an employee to access any superior benefits available to them by virtue of being a "*status employee*".