

COLLECTIVE AGREEMENT

between the

ISLAND CRISIS CARE SOCIETY

and the

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

Effective from April 1, 2017 to March 31, 2021

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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 - Arbitration.

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 agree 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, gender identity or expression, age, or criminal or summary conviction that is unrelated to the employment of that person.

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 shifts 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.

(d) Approval of written requests from regular employees to resign their regular position and move to casual status will not be unreasonably withheld.

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*" mean two people who have cohabited as spousal partners for a period of not less than one year.

(c) "*Day*" is a calendar day, unless otherwise noted.

(d) "*Ability*" includes the ability to interact effectively with clients.

(e) "*Union*" means the Union that represents the employees in the certification. Correspondence to the "*Union*" shall be forwarded to the staff representative employed by the BCGEU.

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 Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.
- (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) Notwithstanding (c) above, when the Employer calls a meeting for the purposes of imposing discipline, or conducting an investigation that may lead to discipline, and a shop steward has been asked to attend, the Employer will make every reasonable effort to ensure that the meeting is scheduled during the shop steward's regular working hours. If a shop steward attends such a meeting it will be without loss of pay.
- (e) Duties of the Steward are:
- (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in preparing and 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 assigned safety responsibilities for stewards who are members of safety committees;
 - (5) attending meetings called by the Employer; and
 - (6) other responsibilities as needed.

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 Bulletin Boards

The Employer shall provide a bulletin board within each of its 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.

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) will be provided to all members of the union bargaining committee to attend negotiation sessions, including union caucus meetings
- (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 for posted positions within the bargaining unit;
- (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 - Recognition and Rights of Stewards;
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;

(c) *Unpaid Leave - Union Business or Full-Time Union or Public Duties*

- (1) Long-term leave of absence without pay and without loss of seniority will be granted:
 - (i) For employees elected to a full-time position with the Union for a period of one year;
 - (ii) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
 - (iii) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (2) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:
 - (i) For employees to seek election in a municipal, provincial, federal, first nations or other Aboriginal election for a maximum period of 90 days;
 - (ii) For employees elected to a public office for a maximum period of five years.

(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) and (c) above, when leave without pay is granted, the leave shall be given without

loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article shall include sufficient travel time, where necessary.

3.11 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 30 days as an employee.

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 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 and a list of the employees who have ceased employment with the Employer during the month.

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.

The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file format ".csv":

- (1) Member SIN (9 digits, no dashes or spaces);
- (2) Member Last Name;
- (3) Member First Name;
- (4) Dues (No commons or dollar signs);
- (5) Gross Wages for Period (No commas or dollar signs);
- (6) Job title of position currently held;
- (7) Service Start Date (YYYYMMDD);
- (8) Appointment Code (Regular, Auxiliary....);
- (9) Current worksite;
- (10) Member Mailing Address;
- (11) Member Work Phone (10 digits, no dashes or spaces);
- (12) Member Home Phone (10 digits, no dashes or spaces);
- (13) Member Home Email; and
- (14) Service End Date (where applicable) (YYYYMMDD).

The Union indemnifies the Employer in regards to the provision of this information and in the case of any complaint it will be directed to the BCGEU Privacy Officer.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) 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, email address, and location of the new employee's steward in the letter of hiring.

(b) The Employer will notify the steward of new employees and of their primary work location within 30 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 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 designated Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available 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 two union representatives and two employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four union representatives and four employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) The Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

(c) An employer representative and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer.

(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 as outlined in Article 5.

ARTICLE 9 - GRIEVANCES**9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including the question of 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 designated local supervisor. 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 - Step 2, must do so not later than 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—Time Limits to Present Initial Grievance, the employee may present a grievance at this level by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the designated local supervisor through the union steward.

(b) The local supervisor shall:

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

9.5 Time Limit to Reply to Step 2

(a) Within 10 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

- (b) The Employer's designate at Step 2 shall reply in writing to the Union within 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 14 days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.

9.7 Time Limit to Reply to Step 3

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

9.8 Time Limit to Submit to Arbitration

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:

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

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

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

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 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 D - List of Arbitrators. The individuals will be appointed in rotation unless they are unable to schedule the hearing within 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 D - List of Arbitrators may be appointed.

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 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 days of receipt of the application.

10.6 Expenses of Arbitrator

Each party shall pay one-half 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.

10.9 Expedited Arbitration

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (g) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) Dismissals;
 - (2) Rejection on probations;
 - (3) Suspensions in excess of 20 workdays;
 - (4) Policy grievances;

- (5) Grievances requiring substantial interpretation of a provision of this agreement;
- (6) Grievances requiring presentation of extrinsic evidence;
- (7) Grievances where a party intends to raise a preliminary objection;
- (8) Demotions.

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

(h) A grievance determined by either party to fall within one of the categories listed in (g) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.2.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

(a) The Employer 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 working days.

(b) A suspension of indefinite duration shall be considered a dismissal under 11.2(a) above as soon as it exceeds 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 18 months from the date it was issued provided there has not been a further infraction, or upon resignation by the employee.

(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. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five working days' notice prior to giving access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

11.6 Right to Have Union Representative Present

- (a) An employee shall have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall 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 supervisory personnel, 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) No employee shall be required to sign a "*Waiver for Union Representative*" without first speaking with a union staff representative or their designate.

11.7 Abandonment of Position

An employee who fails to report for duty for three 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 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 - Dismissal and Suspension 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 supervisory employees and professional employees (registrants of a regulatory body) shall be six 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.
- (c) The probationary period for all other employees shall be three 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 calendar months.
- (d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months.

(e) 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.

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 14 days.

(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 accrue seniority based on all hours paid, 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) Regular full-time employees who are returned to either part-time or casual status shall maintain their seniority hours.

(b) Hours paid will include all hours an employee is on unpaid leave due to a workplace injury or illness, maternity, parental or adoption leave, and union leave. Seniority will continue to be credited during an employee's absence due to workplace injury or illness, maternity, parental or adoption leave and union leave. For casual and part-time employees such seniority will be calculated based on the hours worked in the six calendar months immediately prior to the leave commencing.

12.2 Seniority List

The Employer will prepare at a minimum every two months 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.

The regular seniority list shall be provided to the Union and posted by the Employer at all worksites for 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 - Bridging of Service, 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 two years;
- (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 days of receipt of the recall notice. After contacting the Employer, employees shall have up to 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 months.

12.4 Re-Employment

An employee, who resigns her position and within 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 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 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 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 hours per week, or that results in the elimination of health and welfare benefits.
- (c) It is understood that a reduction of hours at an employee's request, which is in excess of four hours per week or results in the elimination of health and welfare benefits for that employee, is not considered to be a layoff. Such requests must be made in writing and a copy will be provided the Union within 48 hours of the Employer receiving the request.

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under Article 13.3 - Layoff, the Employer may 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 employee expresses interest in one 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 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 program/worksite.

13.4 Bumping

- (a) The date the layoff will commence will be identified.
- (b) The employee may choose:
 - (1) placement on the casual call-in and recall lists with no loss of seniority; or
 - (2) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, providing she is qualified to satisfactorily perform the duties; or
 - (3) to displace the least senior employee in another classification with the equivalent hours, provided the employee has previously worked within the program and she is qualified to satisfactorily perform the duties; or

- (4) to displace the least senior employee amongst the group of employees in the same classification whose hours are, firstly, up to five hours less per week than the employee; and secondly, any other group of employees within the next or a subsequent five hour time band providing she is qualified to satisfactorily perform the duties; or
- (5) to displace the least senior employee amongst the group of employees in another classification whose hours are, firstly, up to five hours less per week than the employee; and secondly, any other group of employees within the next or a subsequent five hour time band provided the employee has previously worked within the program and she is qualified to satisfactorily perform the duties.
- (c) Bumping rights must be exercised within five days of notification of layoff by providing written notice to the Executive Director.
- (d) Displacements shall not result in a promotion.
- (e) An employee who elects to displace as noted in Article 13.4(b)(3)(4)(5) - Bumping 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.

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 days of receipt of the priority courier or facsimile. Employees shall have 14 days after accepting recall to return to work.
- (b) The recall period shall be two years.
- (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 of the following provisions:

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

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 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 months.

- (2) If the downward classification lasts longer than three months, no employee shall suffer more than 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 24-hour period commencing at 00:01 hours, and "*week*" means a period of seven consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

14.2 Hours of Work

- (a) The normal hours of work of a full-time employee will be 40 hours per week or an equivalent.
- (b)
 - (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 hours pay at her regular rate.
 - (2) An employee reporting for work at the call of the Employer, shall be paid a minimum of two hours pay at her regular rate if she commences work.
 - (3) Except as provided in (4) below and Article 14.6 - Meetings, the Employer shall not schedule shifts of less than three hours in duration.
 - (4) Existing practices that provide for regularly scheduled shifts which are less than three hours in duration shall continue for the term of this collective agreement. Any new arrangements involving regularly scheduled shifts which are less than three hours in duration shall be subject to local agreement.
- (c) No employee shall be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer.
- (d) Notwithstanding (c), employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum hours listed in Article 14.2(a) - Hours of Work.
- (e)
 - (1) Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:
 - (i) part-time employees
 - (ii) casuals
 - (2) Regular employees shall be offered additional hours within their classification and worksite before qualified regular employees at other program/worksites in that classification. Remaining additional hours shall be offered to qualified regular employees in other classifications.
 - (3) Additional hours shall be compensated as per Appendix A (Wage Grid). Additional hours shall be used to calculate all benefits of this collective agreement except as provided in Article 27 - Health and Welfare Benefits.
 - (4) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours.

(f) *Extended Hours Shifts*

Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Article 14.2(a) - Hours of Work that average the regular hours of work as outlined in Article 14.2(a) - Hours of Work over an agreed upon averaging period. In no case will extended workdays be greater than 16 hours in length.

All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules except as varied below:

- (1) implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union;
- (2) extended workday and/or extended workweek schedules may be cancelled by the Employer upon 30 days written notice. The Employer will consult with the Union prior to such cancellation;
- (3) daily overtime for regular employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift;
- (4) any paid leaves in the collective agreement shall be paid using the principles of equivalent hours up to the maximum entitlement.

It is understood by the parties that the guiding principles of extended workday and/or extended workweek schedules are to ensure that the employees working these shifts receive no greater nor lesser benefits than what they would have received working "*regular*" work hours/week.

14.3 Rest Periods

- (a) Rest periods shall be taken without loss of pay to the employees.
- (b) All employees shall have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (c) Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

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 30 minutes and not more than 60 minutes.
- (b) An employee shall be entitled to take her meal period away from the workstation. 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.
- (c) Where an employee is required to accompany a client away from the worksite for a meal, the employee will be reimbursed for the actual cost of her meal.

14.5 Flextime

- (a) For the purpose of this agreement, flextime 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 flextime 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 flextime shall be two pay periods.
- (d) The workday for those employees on flextime shall not exceed 10 hours.

14.6 Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay other than the following:

- (a) An employee who is required to attend a staff meeting outside of her regular working hours which results in hours worked that exceed eight hours a day, will be paid the appropriate overtime rate of pay for all time spent in excess of eight hours a day, for her attendance at the meeting.
- (b) Employees who are not working on the day of the meeting may be scheduled into the regular work schedule as two hour shift for the duration of the meeting. They shall be paid their applicable rate of pay for the two hour shift. Where the meeting is longer than two hours employees shall be compensated at straight-time rates in 15-minute increments.
- (c) When the meeting is voluntary, the employee has no obligation to attend.

14.7 Standby Provisions

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

14.8 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2(a) - Hours of Work, 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) - Hours of Work, and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 - SHIFTS**15.1 Exchange of Shifts**

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

15.2 Shortfall of Shifts

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

15.3 Short Changeover Premium

(a) Except by mutual agreement, an employee shall receive eight consecutive hours off duty when changing shifts. If shifts are scheduled so that there are not eight hours between the finish of an employee's shift and the start of her next shift, a premium calculated at overtime rates will be paid for hours worked on the succeeding shift within the eight hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the eight hour period from the finish of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.4 Split Shifts

(a) There shall be no regularly scheduled "*split shifts*" Employees shall have the right to refuse split shifts except in emergency situations.

(b) New split shifts arrangements shall be subject to agreement between the Employer and the Union.

(c) The Employer shall give the Union sufficient notice of any new split shifts arrangement in order to ensure adequate time to discuss the arrangements.

15.5 Work Schedules

(a) Work schedules must be posted 14 calendar days in advance of the beginning of the work schedule.

(b) The Employer shall arrange schedules in such a manner to create as many full-time schedules as operationally possible. In the event a vacancy occurs within a worksite, which makes it possible to increase the number of full-time positions, the Employer will canvas the remaining regular part-time employees to determine whether they prefer to maintain their existing part-time hours positions or move to full-time hours. Where the members indicate that they wish to maintain their current hours the Employer will not be required to increase the number of full-time positions in the worksite.

(c) The Employer recognizes that continuity in shift schedules is beneficial for all parties. To that end, job fairs for vacant positions shall only be used when a major re-organizing is required. The parties may mutually agree to use a job fair process when there is a need to revise the existing work schedule and maintain the total number of FTEs or total number of hours of work within a worksite. Such agreement will be in writing.

(d) Changes to the posted work schedule may be made for bona fide business reasons with 48 hours' notice.

(e) With the exception of (f) below, if the change to the employee's schedule is initiated by the Employer with less than 48 hours' notice, the employee shall be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.

- (f) The penalty in (e) above does not apply if the change is initiated by the Employer with less than 48 hours' notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.
- (g) When the Employer initiates a cancellation of a shift(s), regular employees so affected shall be offered the following options:
- (1) perform alternative duties at the worksite for the scheduled shift;
 - (2) to work the shift at another location at the applicable rates.
- (h) An employee who declines option one or two above may elect to not report to work and not be paid for those hours.

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 the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement shall be calculated in 15-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than 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 a program/worksite in the following manner:

- (a) In the event of an emergency (less than three hours' notice), the overtime shall first be offered in order of seniority to the employees currently on shift at the time the overtime becomes available.
- (b) If the overtime available at 16.4(a) has not been filled the next senior employee shall be offered the overtime.
- (c) Subsequent overtime shall be offered by seniority and shall be rotated in the following manner:
 - (1) senior employee gets first offer;
 - (2) subsequent overtime gets offered to the next senior employee;
 - (3) the process would continue for all subsequent overtime until the list is exhausted and then would restart with the most senior employee;

- (4) once an employee has accepted a shift they shall not be offered a shift until all other staff have been rotated through the overtime offering.

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 for the first two hours of overtime on a regularly scheduled workday; and
- (b) double-time for hours worked in excess of the two hours referred to in (a) above;
- (c) double-time 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 dependent care expenses incurred by the employee. Such expenses to be the dependent 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 hours at applicable overtime rates.

16.9 Rest Interval

An employee required to work overtime beyond her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of her next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift, which fall within the eight-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 program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

The Employer and the Union recognize 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	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

17.2 Holiday Falling on Saturday or Sunday

For an employee whose 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, where possible, 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 months of the day on which it was earned.

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 for all hours worked and the lieu day shall be rescheduled in accordance with Article 17.3 - Holiday falling on a Day of Rest.

17.5 Holiday Falling on a Workday

(a) An employee who is required to work a designated holiday shall be compensated at time and one-half for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees can elect to receive a day off without pay in lieu. The lieu day shall be scheduled by mutual agreement and taken within six months of the day in which it was earned or where the Employer and the full-time employee mutually agree, be paid out.

(b) An employee working a shift starting on the day before a paid holiday will be paid time and one-half for the entire shift provided the majority of hours fall on the paid holiday.

17.6 Holiday Coinciding with a Day of Vacation

Where a full-time 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. Where a regular part-time employee is on vacation leave and a day of paid holiday falls within that period, the regular part-time employee can elect to receive a day off without pay in lieu of the holiday.

17.7 Christmas Day or New Year's Day Off

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

17.8 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 60 working days preceding her holiday, in which case she shall receive the higher pay.

17.9 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 paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 17.1 - Paid Holidays. Employees exercising this option shall not be entitled to compensation pursuant to Article 17.5 - Holiday Falling on a Workday on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

17.10 Other Observances

(a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.

(b) Employees shall provide the Employer with the dates of the four days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

17.11 Paid Holidays for Part-time Employees

Regular part-time employees shall receive 4.6% of straight-time pay instead of a day off with pay.

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. The vacation entitlement (below) will come into effect with vacation year 2008.

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

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

(b) Employees with one or more years of continuous service shall have earned the following vacation with the appropriate pay (as a percentage of earnings):

	Workdays	Percent
(1) 1 year continuous service	15	6.0%
(2) 2 years continuous service.....	15	6.0%
(3) 3 years continuous service.....	16	6.4%
(4) 4 years continuous service.....	17	6.8%
(5) 5 years continuous service.....	18	7.2%
(6) 6 years continuous service.....	19	7.6%
(7) 7 years continuous service.....	22	8.8%
(8) 8 years continuous service.....	23	9.2%
(9) 9 years continuous service.....	24	9.6%
(10) 10 years continuous service.....	25	10.0%
(11) 11 years continuous service.....	26	10.4%
(12) 12 years continuous service.....	27	10.8%
(13) 13 years continuous service.....	28	11.2%
(14) 14 years continuous service.....	29	11.6%
(15) 15 years continuous service.....	30	12.0%
(16) 16 years continuous service.....	31	12.4%
(17) 17 years continuous service.....	32	12.8%
(18) 18 years continuous service.....	33	13.2%
(19) 19 years continuous service.....	34	13.6%
(20) 20 years continuous service.....	35	14.0%

(c) Annual vacation entitlement shall be adjusted for any unpaid leaves of absence in excess of 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 within each program/worksites. Employees' vacation approvals will not be unreasonably withheld because of prior approved vacation for excluded staff.

(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, but only after all other "first choice" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

(c) Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.4 - Vacation Carryover.

18.3 Vacation Pay

Upon 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 Carryover

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

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

18.5 Vacation Schedules

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

- (1) November 1st for the period January 1st through April 30th, and
- (2) March 1st for the period May 1st through December 31st.

The Employer shall approve the vacation schedules within two weeks of the closing dates for vacation requests.

(b) An employee who does not exercise her seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

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

18.6 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.

18.7 Vacation Pay Upon Dismissal

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

18.8 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.

18.9 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 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 days of returning to work.

18.10 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.

18.11 Banked Vacation

Once every five years an employee may bank one full year's vacation to be taken in conjunction with the next year's vacation. For the purposes of this clause, all vacation in the second year must be taken concurrently.

18.12 Prime Time Vacation Period

Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year she chooses to take her vacation. The Employer will make every effort to allow employees to take their vacation during the period of April 15th to October 15th inclusive, which shall be defined as the prime time vacation period.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

(a) *Premium Reduction*

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

(b) *Sick Leave Credits*

Regular full-time employees who have completed their probationary period shall accrue sick leave credits at the rate of one day per month to a maximum of 156 days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her sick leave credits. Regular part-time employees shall be prorated.

- (c) Each sick leave day shall be compensated at 80% of the employee's regular rate of pay.

- (d) Each employee shall be permitted to take up to four days per calendar year as Personal Wellness Days. The employee will advise the Employer as per the established policy when using Personal Wellness Days. Such leave will be with pay in accordance with (c) above.

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

19.2 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of 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 19.1(c) - Sick Leave.

- (b) Where an employee's qualified medical practitioner refers the employee to a specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such specialist, shall be granted in accordance with Article 19.1(c) - Sick Leave.

- (c) In order to access (a) or (b) above, the employee's medical practitioner may be asked to verify an appointment outside of working hours was not available.

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 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 Bereavement Leave

- (a) Bereavement leave of absence of three days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster-parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.
- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits shall be restored.

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 10 days per year for the following:

- (a) Marriage of the employee - five days;
- (b) Birth or adoption of the employee's child - two days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member - up to two days;
- (d) Attend wedding of employee's child - one day;
- (e) Moving household furniture and effects - one day;
- (f) Attend their formal hearing to become a Canadian citizen - one day;
- (g) Court appearance for hearing of employee's child - one day;

(h) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care, or
- (2) the care or health of any other member of the employee's immediate family.

(i) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee shall be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion.

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 nations or other Aboriginal election, for a maximum period of 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 year and shall be renewed upon request of the Union;
- (c) for employees elected to a public office for a maximum period of five 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 nations 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) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of 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.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise her supervisor 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 a leave without loss of pay consistent with the appropriate legislation, 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. The request for such a leave must be in

writing and, whenever possible, provide at least 14 days' notice, except in cases of emergency. All requests, approvals and denials for leave shall be in writing. Approval shall not be withheld unjustly.

(b) General leaves are subject to the terms in Article 20.7 - Benefits While on Unpaid Leave of Absence.

(c) Upon return from leave of absence, the employee will be placed in her former or equivalent position.

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 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 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 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 20 working days in any year, the employee shall not accumulate benefits from the 21st day of the unpaid leave, but shall accumulate seniority according to 12.1(b) and receive credit for previously earned benefits upon expiration of the unpaid leave.

20.8 Compassionate Care Leave

(a) Employees have access to Compassionate Care Leave in accordance with the BC *Employment Standards Act*.

(b) Please refer to the Service Canada website for more information regarding eligibility requirements and benefits.

<http://www.servicecanada.gc.ca/eng/sc/ei/benefits/compassionate.shtml>

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 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 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 17 weeks.

(b) The period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and end no earlier than six 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) - Maternity and Parental Leave must be given in writing to the Employer at least one 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 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 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 - Maternity and Parental Leave,
 - (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 52 week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the 52 week period following 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 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 - Maternity and Parental Leave 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 - Maternity Leave and 21.2 - Maternity and Parental Leave in respect of the birth or adoption of any one child shall not exceed 52 weeks, except as provided under Article 21.1(f) - Maternity Leave and/or 21.2(c) - Parental Leave.

21.5 Return from Leave

- (a) On return from leave, an employee shall be placed in her former position or where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 21.1 - Maternity Leave or 21.2 - Parental Leave.

21.6 Benefit Plan

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.

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 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 weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 - Maternity Leave and 21.2 - Parental Leave, an employee shall be granted a further unpaid leave of absence not to exceed one 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 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 or in a position of equal rank and basic pay.

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.

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 members appointed by the Union and two 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.
- (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 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 outlined in Information Appendix B.
- (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 outlined in Information Appendix B.

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. Where information is available, 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 all employees who have been exposed to violence, including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer. Regular employees may choose to access professional counselling through the Employee Benefit Program. 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.

Where such counselling is not available the Employer will make available, counselling, by qualified outside practitioners for individuals who have been exposed to acts of violence at no cost to the employee.

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 Working Alone

- (a) Check-in procedures will be implemented to ensure the safety of all employees who work alone. The Employer shall ensure that protocols are in place that are consistent with the intent behind WorkSafeBC initiative addressing employees working alone.
- (b) The Employer will implement a procedure for employees working alone to follow in the event of an illness onset or injury at work. The Joint Safety and Health Committee will develop the procedure to be implemented and will adjust it as needed in the future.

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 primary care givers 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 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 days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

23.3 Discussions

Within 14 days of the date of the notice under Article 23.2 - Advance Notice 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 of technological change will be given the opportunity to fill any vacancies existing, in accordance with the job postings procedures forming part of this agreement. An employee may not receive both severance pay and a training period of work at a new position.

23.5 Training

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

23.6 New Employees

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

ARTICLE 24 - 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 days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer shall not advertise outside the agency for any position until the end of seven calendar days internal posting. Internal applicants shall be considered before 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 program/worksites 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, current 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, however the parties agree that shelters housing clients of only one gender will only be staffed by employees of the same gender. All postings shall also state "*this position requires union membership*".

24.3 Appointment Policy

In making appointments, promotions and transfers the qualifications and abilities of the applicants concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor. Employees currently working within a program who have applied for a position will be given first consideration in the filling of any vacancy.

24.4 Transfers

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) 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 15 days prior to transfer.

24.5 Trial Period

(a) When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three 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 months. If the employee is unable to perform the duties of the new job, 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 months of full-time, but in any event will not exceed six calendar months.

(b) Should the employee wish to return to her previous position, she shall have 30 days to do so and 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.

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 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 days of being notified of the results.

24.9 Vacation Letters

Employees who will be absent from duty on vacation for more than seven calendar days will be entitled to file a letter of preference with their supervisor 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 months, shall be posted as per Article 24.1 - Job Postings.

(b) Casual employees shall maintain their (10.6%) 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 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 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.

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, their supervisor 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.

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, laboratory 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 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) A comprehensive statement detailing all payments, allowances and deductions be provided each pay period. The Employer will advise employees on a monthly basis of their vacation, sick leave and lieu time.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) Any changes to an employee's pay card/form made by the Employer, which negatively impacts the employee, shall be communicated with the employee as soon as possible following the date of change.

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 principle duties in a higher paying position within the bargaining unit, she shall receive the rate of the new salary range, which is immediately greater than her current rate.

26.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, she shall receive the rate of the new salary range, which is immediately greater than her current rate.

26.6 Pay on Temporary Assignment

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

26.7 Reclassification of Position

An employee shall not have her salary reduced by reason of a change in the classification of her position that is caused other than by the employee herself.

26.8 Mileage 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 of 40¢ per kilometre.

Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of \$10.

- (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.

(c) The parties agree that they have a duty to accommodate employees who are unable to retain a Class IV licence for medical reasons. The duty to accommodate will also apply where an employee does not presently require a Class IV licence and her position is changed to require a Class IV, but the employee is unable to obtain a Class IV due to medical reasons.

(d) No employee shall be required to continue to transport a specific client in their own vehicle when that client has damaged the employee's vehicle and that employee has had to make an insurance claim on more than one occasion. In such cases, the Employer shall make alternate transportation arrangements for that client which may include another employee willingly using her vehicle.

26.9 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	\$ 8.50
Lunch	\$10.50
Dinner	\$19.25

26.10 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.

26.11 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.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

Health and welfare benefits shall be provided by the Community Services Benefit Trust (CBT) or another competitive carrier who is able to supply equivalent coverage.

27.1 Eligibility

Coverage for a regular employee under these Plans will commence on the 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 months.

Coverage under the provisions of these Plans will apply to regular full-time and regular part-time employees who are scheduled to 20 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 31 days following the date the employee's employment terminates (see Article 27.7[b] - Group Life and Accidental Death and Dismemberment).
- (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 Dependents

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

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

(c) "*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of 19 years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age 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.

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

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

27.4 BC Medical

Employees who are enrolled in the Employer's BC Medical Plan shall have deducted from their paycheque an amount equivalent to 10% of the premiums effective April 1, 2010 as their contribution towards the monthly premium. The Employer shall pay the remaining cost of the monthly premium for eligible regular employees, their spouse, and dependent children. If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

27.5 Dental Plan

(a) Effective April 1, 2010, the Employer will pay 90% 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.

(b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) shall be eligible for this provision every six months.

(c) Eligible regular employees shall be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

27.6 Extended Health Plan

(a) Effective April 1, 2010, the Employer will pay 90% 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.

(b) Eligible regular employees shall be provided with an extended health plan covering 80% of eligible expenses, \$45 deductible per person or family.

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

27.7 Group Life and Accidental Death and Dismemberment

- (a) Effective April 1, 2010, the Employer will pay 90% of the premiums for the group life and accidental death and dismemberment insurance plans.
- (b) The Plan shall provide basic life insurance in the amount of \$50,000 and standard 24-hour accidental death and dismemberment insurance until age 65. At the age of 65, the amount of coverage shall decrease to \$25,000 until the age of 70, at which time the group insurance coverage will cease.
- (c) On termination of employment (excluding retirement) coverage for group life shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

27.8 Long-Term Disability

The Employer shall provide a Long-Term Disability Plan. The Plan will be effective April 1, 2008. Effective April 1, 2010, the Employer will pay 90% of the premiums.

27.9 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.

ARTICLE 28 - GENERAL CONDITIONS**28.1 Damage to Personal Property**

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, to a maximum of \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty. In the event the damage is to the employee's automobile, the insurance deductible shall be paid to a maximum of \$300.

28.2 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.

28.3 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.

28.4 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 costs, legal fees, and other expenses arising from any such action.
- (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.
- (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.

28.5 Copies of Agreement

- (a) The 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) A final collective agreement including all changes made will be signed by parties within three months after ratification.
- (1) The Union will submit to the Employer a draft for proofing within one month of ratification;
 - (2) The Employer will submit to the Union all its amendments to the draft within one month of receiving the draft from the Union.
- (c) The Employer and the Union shall share the cost of printing and distribution.
- (d) The agreements shall be printed in a union shop and bear a recognized union label.

28.6 Contracting Out

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

28.7 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

28.8 Payroll Deductions

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

28.9 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a qualified medical practitioner, shall be trained at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

28.10 Job Descriptions

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

28.11 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.

28.12 Required Documents

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

(b) Where an employee is required by law to hold or renew certificates or licences, or is required to provide information related to security or criminal records, the Employer will reimburse the employee for any costs associated with obtaining such certificates, licences or information.

(c) The original of all such documentation shall be kept on the employee's file and if requested a copy shall be provided to the employee.

28.13 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.

ARTICLE 29 - HARASSMENT

29.1 Sexual Harassment in the Workplace

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

(b) 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.

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

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

- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

29.2 Personal and Psychological Harassment Definition

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal and psychological harassment and agree that employees who engage in personal and/or psychological harassment may be disciplined.
- (b) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is 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; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (c) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.

29.3 Anti-Bullying

The Employer agrees to abide by the WorkSafeBC definitions and policies regarding workplace bullying and harassment.

29.4 Bullying & Harassment Complaints Procedures

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

- (a) Before proceeding to the formal complaint mechanism, an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
- (b) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence, through the Union or directly to the Executive Director or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (c) When the Employer has received a complaint, she will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit, he/she shall be given the option of having union representation present at any meeting held to investigate the complaint.
- (d) The Employer's designate shall investigate the complaint and shall submit her report to the Executive Director in writing within 15 days of receipt of the complaint. The Executive Director shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.

- (e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her written consent.
- (g) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this article.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's or independent investigator's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Executive Director or the Adjudicator.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 9.
- (k) This article does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (l) Complaints under this article shall be treated in strict confidence by all parties involved.
- (m) Where a complaint of harassment is made against the Executive Director, the complaint shall be filed as a grievance and resolved as per Article 9 - Grievances of this agreement. A complaint arising against the Executive director will commence at Step 3 of the grievance procedure (Article 9.6 - Step 3).

29.5 Harassment Complaints

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process as outlined in Article 29.4 above.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences 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 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 at a minimum of every two months to the union staff representative and posted on the Employer's bulletin boards accessible to employees at each worksite.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked 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 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.

30.3 Call-in Procedures

- (a) Qualified casual employees shall be called in order of seniority. The Employer will establish a call-in policy that will include a minimum amount of availability required by employees to maintain their active status in a worksite. Employees will identify in advance the dates they are available and a contact number to reach the employee for assignments.
- (b) Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:
 - (1) part-time employees;
 - (2) casual employees.
- (c) If a casual employee declines work three times within their stated availability (except in cases of emergency) in a three month period they will be placed at the bottom of the call-in list for the remainder of the call-in period. At the beginning of the next call in period, the employee will be placed in the appropriated place on the call-in list based on seniority.
- (d) For the purposes of interpreting this clause "*decline*" means to:
 - (1) refuse the offer of work; or
 - (2) fail to respond to the Employer's offer to work within three hours.

30.4 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 90 days; and
 - (2) for casual employees elected to a public office for a maximum period of five 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 consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Article 20.1 - Bereavement 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 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.

30.5 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive 10.6% of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.6 Application of Agreement to Casual Employees

The provisions of Articles:

- 13 - Layoff and Recall;
- 14.5 - Flextime;
- 14.7 - Standby Provisions;
- 15.5 - Work Schedules;
- 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.

ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN

- (a) All regular employees upon successful completion of the probationary period shall enrol in the Plan.
- (b) Effective April 1, 2008, employee contributions to the Plan through payroll deduction will be on one of the following basis:
- (1) 1% of regular earnings; or
 - (2) 2% of regular earnings; or
 - (3) 3% of regular earnings.
- (c) The Employer will match the contributions made by each employee.

- (d) Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1st of each year by providing at least 30 days written notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) If in the future the Employer participates in a Pension Plan, the Group RRSP will be terminated for employees of the Employer.
- (g) Employers will ensure that all new employees are informed of the options available to them under this article.
- (h) Participation in a Group RRSP for regular employees will be mandatory. No regular employee shall be allowed to join both a pension plan and a Group RRSP.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect until midnight, March 31, 2021.

32.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2020, but in any event not later than midnight, December 31, 2020.
- (b) Where no notice is given by either party prior to December 31, 2020, both parties shall be deemed to have been given notice under this article on December 31, 2020.
- (c) All notices on behalf of the Union shall be given in writing to the Employer either by registered mail or facsimile.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 32.2 - Notice to Bargain, the parties shall, within 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

Sue Lee
Board Chairperson

Sara Knippshild
Bargaining Committee Chairperson

Violet Hayes
Executive Director

Caron Statham
Bargaining Committee Member

Michelle Authier
Operations Manager

Geretta (Cavell) Alyward
Bargaining Committee Member

Patricia Anderson
Oceanside Program Director

Mike Scott
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wage Grid**

Classification	Step	Current	Apr 1/17 2.00%	Apr 1/18 1.50%	Apr 1/19 1.50%	Apr 1/20 1.50%
Support Worker	1	17.84	18.20	18.47	18.75	19.03
	2	18.91	19.29	19.58	19.87	20.17
	3	19.93	20.33	20.63	20.94	21.26
	4	20.98	21.40	21.72	22.05	22.38
Asleep Worker	1	15.15	15.45	15.68	15.92	16.16
	2	16.18	16.50	16.75	17.00	17.26
	3	17.08	17.42	17.68	17.95	18.22
	4	17.98	18.34	18.61	18.89	19.18
Data Entry Clerk	1	15.30	15.61	15.84	16.08	16.32
	2	16.18	16.50	16.75	17.00	17.26
	3	17.08	17.42	17.68	17.95	18.22
	4	17.98	18.34	18.61	18.89	19.18
Custodian	1	14.46	14.75	14.97	15.19	15.42
	2	15.32	15.63	15.86	16.10	16.34
	3	16.17	16.49	16.74	16.99	17.25
	4	17.03	17.37	17.63	17.90	18.16
Outreach Worker	1	19.96	20.36	20.66	20.97	21.29
	2	21.02	21.44	21.76	22.09	22.42
	3	22.04	22.48	22.82	23.16	23.51
	4	23.10	23.56	23.92	24.27	24.64
Senior Support Worker	1	19.96	20.36	20.66	20.97	21.29
	2	21.02	21.44	21.76	22.09	22.42
	3	22.04	22.48	22.82	23.16	23.51
	4	23.10	23.56	23.92	24.27	24.64

Step 1 - 0 - 2000 hours worked

Step 2 - 2001 - 4000 hours worked

Step 3 - 4001 - 6000 hours worked

Step 4 - 6001 hours worked or more

Hours worked includes:

- 1. Hours worked in a classification by the employee;*
- 2. Hours of paid vacation;*
- 3. Paid holidays.*

In the event that minimum wage is increased through legislation or any other Act of the Government of British Columbia, wages for those employees whose salary is below the wage set, shall have their wage increased above the minimum wage by the percentage agreed for the year the wage is introduced. All subsequent wage percentage increases will be adjusted to reflect the accurate rate of pay.

APPENDIX B**Re: Unsafe Work (For Information Purposes Only)**

The following has been appended to the collective agreement for information purposes only

Sections 3.12 and 3.13 of the *Workers Compensation Act***3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under Subsection (2) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under Subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of:
 - (i) a worker member of the joint Committee,
 - (ii) a worker who is selected by a trade union representing the worker, or
 - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under Subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

3.13 No Discriminatory Action

- (1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the *Workers Compensation Act* because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in 3.12 is resolved is deemed not to constitute discriminatory action.

*Note: The prohibition against discriminatory action is established in the *Workers Compensation Act Part 3, Division 6 and Sections 150 through 153*. These sections of the Act are reproduced in the Introduction to the print version of Book 1 of the *Occupational Health and Safety Regulation*, on pages xviii-xix.*

APPENDIX C**Re: Long-Term Disability Plan (For Information Purposes Only)**

The Long-Term Disability Plan shall include the following:

1. The Plan shall cover eligible regular employees who have completed their probationary period and shall provide such employees with salary continuation until the age of 65 in the event of a qualifying disability.
2. *Qualification Period* – LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of her own occupation for a period greater than six months.
3. *Definition of Disability:*
 - (a) To qualify for Long-Term Disability benefits for the first 12 months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.
 - (b) To continue to qualify for Long-Term Disability benefits beyond the 12 months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. *Coverage Amount* – 70% of the first \$2,800 of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above \$2,800 or 66⅔% of the pre-disability monthly earnings, whichever is more.
5. The Plan shall include an "early intervention" program.
6. Enrolment in the Plan shall be mandatory.
7. The sole responsibility of the Employer is to arrange for a carrier to provide the Long-Term Disability Plan 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.

APPENDIX D**Re: List of Arbitrators**

- Brian Foley
- Marli Rusen