

**COLLECTIVE AGREEMENT**

**between the**

**THE SALVATION ARMY STEVENSON HOUSE**

**and the**

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

**Effective from April 1, 2011 to March 31, 2013**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) It is understood that the primary focus of the Employer's business is a Christian mission, as well as and not solely, social services work delivered through a variety of unique services whose objectives are to support residents in their growth and recovery as individuals, whether it be spiritually, mentally, physically, socially and economically within the guidelines of The Salvation Army's mission statements.
- (b) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union, setting forth terms and conditions of employment affecting employees covered by this Agreement.
- (c) In addition, the Agreement establishes processes to assist the parties in maintaining a cooperative and respectful working relationship and to resolve disagreements in an orderly fashion.

### 1.2 Conflict with Policies and Regulations

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

### 1.3 Human Rights Code

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

### 1.4 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of 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 9 (Arbitration).

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

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

### 2.2 Bargaining Unit Defined

The bargaining unit shall include all employees as defined by the certification except persons in positions deemed excluded:

- (a) by mutual agreement between the parties; or
- (b) by virtue of a decision by the Labour Relations Board of British Columbia.

### 2.3 Correspondence and Directives

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 this Agreement, shall be forwarded to the President of the Union (or designate).

## **2.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives that conflict with the terms of this Agreement.

## **2.5 No Discrimination for Union Activity**

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

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

## **2.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to elect stewards to represent employees. The Employer and the Union will agree on the number of stewards.

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

(c) A steward shall make every effort to perform steward duties outside of normal working hours. If performing his/her steward duties during scheduled working hours, the steward will:

- (1) obtain the permission of the Residential Supervisor (or designate) before performing or leaving work to perform duties as a steward. Such permission shall not be unreasonably withheld;
- (2) make every endeavour to complete his/her business in as short a time as possible;
- (3) upon resuming normal duties, notify the Residential Supervisor (or designate);
- (4) not interrupt the normal operations of the workplace or disrupt employees from their work responsibilities without the permission of the Employer or employer designate.

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

- (1) investigation of complaints or grievances of an urgent nature where a delay until off work hours would be prejudicial to the affected employee(s);
- (2) accompanying an employee whom the steward represents, when requested by the employee, to a meeting called by the Employer, where disciplinary action is anticipated;
- (3) presenting a complaint or grievance to the Employer in accordance with Article 8 (Complaint and Grievance Procedure).
- (4) supervision of ballot boxes and related functions during ratification votes;
- (5) attending meetings at the request of the Employer; and
- (6) maintaining bulletin board and/or union binders.

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

## **2.7 Bulletin Boards**

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



business affairs of the Union. The parties may, at the local level, mutually agree upon additional method(s) of notifying employees of union business.

## **2.8 Right to Refuse to Cross Picket Lines**

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

## **2.9 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union. The Union will furnish union shop cards to the Employer to be publicly displayed on the Employer's premises. Such card will remain the property of the Union and shall be surrendered upon demand.

## **2.10 Time Off for Union Business**

(a) Subject to operational requirements and with reasonable advance notice, leave of absence without pay and without loss of seniority will be granted as follows. Such leaves shall not be unreasonably withheld.

- (1) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) For elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) To representatives of the Union on the Bargaining Committee of the Employer to attend meetings of the Bargaining Committee;
- (4) To employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.

(b) Subject to operational requirements and with reasonable advance notice, leave of absence without pay and without loss of seniority will be granted as follows. Such leave shall not be unreasonably withheld.

- (1) For employees elected for a full-time position with the Union for a period of one year;
- (2) For an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union for a period of three years;
- (3) For an employee elected to any body to which the Union is affiliated for a period of one year.

Seniority shall continue to accumulate during such leaves in (b)(1), (2) and (3) and shall apply to such provisions as annual pay increments and promotions, but shall not apply to RRSP and/or annual vacation entitlements.

(c) To facilitate the administration of this clause when leave without pay is granted, and the Union has approved payment, the leave shall be given with basic pay and the Union shall reimburse the Employer for all related salary and benefits costs, including travel time incurred. The Union will endeavour to pay submitted invoices within 30 days of receipt.

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

**ARTICLE 3 - 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 into bargaining unit positions on or after the date of certification, shall, as a condition of continued employment become members of the Union and maintain such membership, unless exemption on the basis of religious objection is granted by the Labour Relations Board, as per Article 17 of the *Labour Relations Code* of British Columbia.

**ARTICLE 4 - CHECK-OFF AND UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) Deductions for employees exempted under Article 17 of the *Labour Relations Code* of British Columbia shall be processed as required by the *Code*.
- (c) The Employer shall deduct from any employee who is a member of the Union any assessment levied in accordance with Union Constitution and/or Bylaws and owing by the employee to the Union.
- (d) Deductions shall be made for each pay period and membership dues or payment in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (e) All deductions shall be remitted to the Union not later than 28 days following the end of the month in which the deduction was made, and the Employer shall also provide the following information for each employee:
- (1) employee surname and first name;
  - (2) job classification;
  - (3) gross pay;
  - (4) dues amount deducted.
- (f) Where the information is not provided on a disk or tape, it will be provided on hard copy.
- (g) Before the Employer is obliged to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (h) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip was provided).
- (i) As a condition of continued employment, an employee in a bargaining unit position, shall complete an authorization form supplied by the Union providing for the deduction from employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (j) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.
- (k) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

(l) The Union agrees to indemnify and hold harmless the Employer as a result of any actions by an employee relating to the deduction of union dues or other monies as described in Clauses (a) and (b) above.

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

- (a) At the time of hiring, new employees will be advised that a collective agreement is in effect.
- (b) The Employer (on behalf of the Union) will provide all new bargaining unit employees with:
  - (1) the name of the steward(s);
  - (2) an authorization form for union dues check-off, as supplied by the Union; and
  - (3) a union membership application form, as supplied by the Union.
- (c) The steward(s) shall be advised of the name of the new bargaining unit employees, and where possible a personal introduction to the new employees will be arranged.
- (d) The steward will be given an opportunity to meet with each new employee during the new employee's regular working hours, where possible, for 15 minutes sometime during the first 30 days of employment. The time away is to be approved by the Residential Supervisor prior to the meeting.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its stewards, labour/management and Health and Safety Representatives and similarly, the Employer shall supply the Union with a list of its managerial or other personnel with whom the Union may be required to transact business.

##### **7.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to a union staff representative, elected officers, or designated alternates when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) Members of the union staff and/or elected officers shall notify the Employer's officials in advance of their intention and their purpose for entering and the anticipated duration of the visit. Such visits will not interfere with nor disrupt the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

##### **7.3 Technical Information**

The Employer agrees to provide to the Union the following information relating to employees in the bargaining unit required by the Union for collective bargaining purposes:

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

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

#### **7.4 Union/Management Committees**

- (a) The parties agree to establish a union/management committee for Stevenson House composed of two union representatives appointed by the Union and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives on the Committee.
- (b) The Committee shall meet at the call of either party at a mutually agreeable time and place and at a minimum quarterly. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular working hours. Every effort will be made to schedule meetings within regular business hours.
- (c) An employee representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind the Union, its members, or the Employer to any decisions reached in the Committees' discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing grievances and/or misunderstandings;
  - (3) dealing with matters referred to in this Agreement.
- (f) Minutes of the Committee's meetings, approved by the union and employer co-chairs, shall be transcribed by the Alternating Chair and distributed to committee members, the union office and the Employer.

### **ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE**

#### **8.1 Preamble**

- (a) The Employer and the Union recognize that situations may arise concerning:
  - (1) differences regarding the interpretation, application, operation or alleged violation of a provision of this Agreement; or
  - (2) dismissal, discipline or suspension of an employee in the bargaining unit.
- (b) The procedure for resolving such a difference shall be the procedure in this article.

- (c) Where the employee involved in this procedure is a steward, they shall not, where possible, act as a steward in respect of their own process, but shall do so through another steward or a union staff representative.
- (d) It is the mutual desire of the parties that such real differences shall be resolved as quickly as possible and to resolve the real substance of the matter of difference.
- (e) All grievances shall be treated in a sensitive and confidential manner.

## **8.2 Step 1**

In the first step of the grievance procedure, every reasonable effort shall be made to settle the dispute as soon as possible with the Residential Supervisor (or designate). The aggrieved employee shall have the right to have a steward present at such a discussion. If the grievance is not settled at this step, it may be presented in writing at Step 2.

## **8.3 Time Limit to Present Initial Grievance**

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 (Step 2), not later than 21 calendar days after the date:

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

## **8.4 Step 2**

Subject to the time limits in Clause 8.3 (Time Limit to Present Initial Grievance), the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated; and
- (c) transmitting the grievance to the Residential Supervisor (or designate) through the union steward.

## **8.5 Time Limit to Reply at Step 2**

- (a) Within seven calendar days of receiving the grievance at Step 2, the union steward and the Residential Supervisor (or designate) may meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may only be waived by mutual agreement.
- (b) The Residential Supervisor (or designate) shall reply in writing to an employee's grievance within seven calendar days of the above noted meeting with the union steward or, if the meeting is waived, within seven calendar days of the date the parties agree to waive the meeting.

## **8.6 Step 3**

The union steward or staff representative may present, or meet with the Business Manager (or designate) to discuss the grievance and the proposed remedy at Step 3:

- (a) within 14 calendar days after the Step 2 decision has been conveyed to him/her, through the union steward, by the Business Manager (or designate); or
- (b) within 14 calendar days after the Business Manager's (or designate's) reply was due.

**8.7 Time Limit to Reply at Step 3**

The Business Manager (or designate) will respond in writing to the Union within 14 calendar days of receipt of the grievance at Step 3.

**8.8 Time Limit to Submit to Arbitration**

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

- (a) 30 calendar days after the Business Manager's decision has been received, or
- (b) 30 calendar days after the Business Manager's decision was due.

**8.9 Dismissal or Suspension of More than (20) Days**

In the case of a dispute arising from an employee's dismissal or suspension without pay for more than 20 days, the Business Manager (or designate) shall meet with the employee and the union representative in an effort to resolve the dispute.

- (a) The meeting shall take place within 14 calendar days of the dismissal or suspension.
- (b) Any resolution agreed by the parties (i.e., union staff representative) shall be in writing.
- (c) If the matter is not resolved as a result of the meeting, a grievance can be filed directly at arbitration, as set out in Article 9 (Arbitration).

**8.10 Policy Grievance**

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

**8.11 Time Limits**

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

**8.12 Deviation from the Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been submitted to the Employer at Step 2, the Employer's Step 1 or Step 2 representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the grievor without the consent of the Union.
- (b) An employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint.

**8.13 Technical Objections**

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

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure in Article 8 (Complaint and Grievance Procedure), notify the other party of its desire to submit the difference to arbitration as per Clause 8.8 (Time Limit to Submit to Arbitration).

### 9.2 Assignment of Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator from the mutually agreed upon list of arbitrators or a mutually agreed upon substitute, and set a date for the hearing.
- (b) The parties shall agree upon a list of arbitrators, which shall be appended to this Agreement (see Appendix C). An arbitrator may be removed from or added to the list by mutual agreement.
- (c) Depending upon availability, arbitrators shall be assigned cases on a rotating basis, or by mutual agreement.

### 9.3 Arbitration Procedure

The Arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunities to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall render a decision within 30 calendar days of the conclusion of the hearing.

### 9.4 Decision of the Arbitrator

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

### 9.5 Disagreement on Decision

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

### 9.6 Expenses of the Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator. The parties agree mutually to proceed with a single arbitrator in place of an arbitration board.

### 9.7 Amending Time Limits

The time limits in this arbitration procedure may be altered only by written mutual consent of the parties.

### 9.8 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 relevant witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have supervised access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **9.9 Expedited Arbitration**

- (a) Any grievances agreed by both parties to be suitable for expedited arbitration shall be scheduled to be heard on the Arbitrator's next available date.
- (b) As the process is intended to be informal and non-legal, lawyers will not be used to represent either party.
- (c) The parties shall make every effort to make use of an agreed to statement of facts.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (e) The parties agree to make limited use of authorities during their presentations.
- (f) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (g) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (h) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (i) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (k) The expedited Arbitrator, who shall act as sole Arbitrator, shall be selected from the list of arbitrators in Appendix C.
- (l) It is not the intention of either party to appeal a decision of an expedited arbitration.

## **ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL**

### **10.1 Just Cause**

- (a) The Employer will not discipline or dismiss an employee bound by this Agreement except for just cause.
- (b) In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer.
- (c) Notice of dismissal or discipline shall be in writing and shall set forth the reasons for the dismissal or discipline.

### **10.2 Suspension and Dismissal**

- (a) All dismissals and suspensions will be subject to the grievance procedure under Article 8 (Complaint and Grievance Procedure).
- (b) One copy of the written notice of dismissal or suspension shall be forwarded to both the union steward and union staff representative by facsimile, courier, email or hand-delivery within one administrative office business day of the action being taken.



### **10.3 Right to Grieve Other Disciplinary Matters**

- (a) Where employees feel that a written censure, letter of reprimand or warning, adverse report, which is to be placed on their file does not accurately or fairly reflect on them, they may do one or both of the following:
- (1) attach a statement in reply to the document on their file; and/or
  - (2) follow the grievance procedure as outlined in Article 8 (Complaint and Grievance Procedure), and any resolve shall become part of his/her personnel record.
- (b) Employees will be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action.
- (c) Any such document other than formal Annual Performance Reviews 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.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of the employee if the Employer did not advise the employee of its inclusion on the file at the time of original placement on the file.

### **10.4 Personnel File**

- (a) With reasonable written notice given to the Employer, employees shall be entitled to review their personnel file in the office in which the file is normally kept. Access to the file shall be no later than seven calendar days after the notice is given. The Employer reserves the right to have an employer representative present at the time the file is viewed.
- (b) A representative of the Union with written authority of the employee shall be entitled to review the employee's personnel file in the office where the file is normally kept in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than seven calendar days after the notice is given. The Employer reserves the right to have an employer representative present at the time the file is viewed.
- (c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the operation of the Employer's business and/or for the purposes of the proper application of this Agreement.

### **10.5 Right to have Steward Present**

- (a) Where an employer designate intends to interview an employee for disciplinary purposes, the employer designate must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise his/her right to contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.
- (b) Where the employer designate intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present, providing that this does not result in an undue delay of the appropriate action being taken.
- (c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **10.6 Annual Performance Review**

- (a) It is understood that Annual Performance Reviews are intended for personal development and therefore will not be used for disciplinary purposes. Where the Employer has concerns about work

performance and behaviour, which require documentation for progressive disciplinary purposes, a separate letter of employer concern and/or employee warnings will be issued to the employee and are subject to the grievance procedure.

(b) Before an Annual Performance Review is placed on an employee's file, it will be developed with the employee who will have the opportunity to:

- (1) discuss and influence the content; and
- (2) provide comments on the content of the Review form, in the employee's Comment section.

(c) Employees will be paid for time incurred attending such meetings, which will be scheduled during the employee's regular working hours.

(d) An employee shall receive a copy of the finalized Annual Performance Review within 14 calendar days of the Review Meeting.

(e) The Annual Performance Review document shall provide for the employee's signature in one of two places; one indicating that the employee has read and accepts the plan, the other indicating that the employee has read and disagrees with the plan.

### **10.7 Work Attendance Requirements**

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

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

### **10.8 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Residential Supervisor (or designate) of the reason for the absence will be presumed to have abandoned the position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### **10.9 Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment.
- (b) 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 directly to the Employer's designate. Upon receipt of the written complaint, the Employer shall notify in writing the union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

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

- (c) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (d) Harassment is defined as deliberate actions, that ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work related purpose toward an individual or individuals by

the employees or the Employer, on any of the prohibited grounds of discrimination under the *Human Rights Code* of British Columbia including: age, race, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction of a criminal or summary offence unrelated to employment, or The Salvation Army Respect in the Workplace Policy including Discriminatory, Psychological, Sexual and Personal Harassment.

Retaliation against any individual who makes a bona fide complaint in compliance with this Policy, participates or cooperates in an investigation will be considered harassment. Legitimate management actions conducted in a respectful manner do not constitute psychological harassment.

(e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to resident contact, provided the acts are committed within the course of the employment relationship.

(f) The Employer agrees to maintain The Salvation Army Respect in the Workplace Policy, including the requirement for employees to participate in mandatory harassment training. Prior to the implementation of any national changes or amendments at Stevenson House, the Employer shall consult with the Union.

(g) Where the proposed resolution or outcome is not satisfactory to the complainant, the complainant may exercise their rights commencing at Step 2 of the grievance procedure, except in the case of a dismissal or suspension of more than 20 calendar days wherein Clause 8.9 (Dismissal or Suspension of More Than 20 Days) will apply. In all cases, Step 1 will be waived.

(h) The complainant shall always retain their right to file a complaint directly with the Human Rights Tribunal of British Columbia.

## **ARTICLE 11 - CASUAL EMPLOYEES**

### **11.1 Casual Employee**

A casual employee is one who is employed:

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

### **11.2 Casual Employee Probationary Period**

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

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

### **11.3 Casual Employee Availability**

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

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

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

**11.4 Seniority**

(a) The Employer shall post and provide the shop steward and the Union with a current service seniority list of casual employees by classification within the last week of January and July of each year.

(b) The seniority list shall include the following information for each employee:

- (1) Name
- (2) Start Date
- (3) Job Category
- (4) Current seniority up to the end of the previous month

(c) The current seniority list will be used for all purposes of the provisions of this Agreement.

(d) Casual employees shall accrue seniority on a straight-time hourly basis and are covered by all provisions of the Collective Agreement except the following:

- (1) Clause 12.2 Seniority List
- (2) Clause 12.4 Re-employment
- (3) Article 14 Layoff and Recall
- (4) Clause 15.1 Work Schedules
- (5) Article 19 Vacation Entitlement
- (6) Article 21 Special and Other Leave
- (7) Article 22 Pregnancy, Parental and Adoption Leave
- (8) Article 24 Sick Leave
- (9) Article 25 Health and Welfare (except 25.4 [Unusual Traumatic Incidents])
- (10) Clause 28.2 Job Sharing

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

**11.5 Vacation Pay**

Casual employees will receive vacation pay on each paycheque. Vacation pay shall be as follows:

- (a) Less than 4,160 hours .....4%
- (b) 4,161 to 22,880 hours .....6%
- (c) 22,881 to 49,920 hours.....8%
- (d) Greater than 49,920 hours.....10%

**ARTICLE 12 - SENIORITY**

**12.1 Seniority Defined**

(a) Seniority shall be defined as the length of the employee's continuous employment with the Employer, and shall accumulate based on straight-time hours since the most recent date of employment with the Employer, including service prior to certification of the Union.

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

(c) Straight-time paid hours shall include time spent on approved:

- (1) paid holidays;
- (2) paid vacation;
- (3) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 and 30 of the *Workers Compensation Act* or ICBC in respect of a claim from this Employer, for a maximum of 24 months. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections.
- (4) paid sick leave;
- (5) any absence covered by Medical Employment Insurance;
- (6) union leave;
- (7) pregnancy, parental and adoption leave;
- (8) other approved paid leaves of absence, and;
- (9) compassionate care leave.

## 12.2 Seniority List

- (a) The Employer shall post and provide the Union with a current service seniority list of regular full-time and part-time employees within the last week of January and July of each year.
- (b) The seniority list shall include the following information for each employee:
  - (1) Name
  - (2) Start Date
  - (3) Job Category
  - (4) Current seniority up to the end of the previous month
- (c) The current seniority list will be used for all purposes of the provisions of this Agreement.

## 12.3 Loss of Seniority

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

- (a) the employee is dismissed with just cause;
- (b) the employee voluntarily resigns his/her employment, and such resignation is put in writing as required by the Employer;
- (c) the employee abandons his/her position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work from layoff within seven calendar days of recall after being notified by registered mail at the last address known to the Employer. Employees required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven calendar day provision after providing the Employer with verification within the seven days.

## 12.4 Re-Employment

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

### **12.5 Bridging of Service**

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

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

## **ARTICLE 13 - JOB POSTINGS**

### **13.1 Job Postings and Applications**

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

### **13.2 Application from Absent Employees**

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

### **13.3 Temporary Appointments**

- (a) The Employer may fill positions that are temporarily vacant due to extended sick leaves, LOAs, pregnancy leave, or during the posting and interview phase of the permanent filling of such position. The above reasons are not exclusive but the Employer must have bona fide reasons to place employees into positions that are temporarily vacant.
- (b) Where it is known that the appointment is to exceed three months, it will immediately be posted for a minimum of seven calendar days on the approved bulletin boards. Where an employee fills the temporary position, Clause 27.5 (Substitution Pay), will apply if applicable.

### **13.4 Selection Criteria**

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

### **13.5 Notice of Successful Applicant**

The Employer shall, within five calendar days of completing the full recruitment/selection process, inform all bargaining unit applicants of the name of the successful applicant by posting the name of the successful applicant on the approved bulletin boards.

### **13.6 Unsuccessful Applicants**

- (a) Employees who are not the successful applicant for a position may make a written request, within five calendar days of being informed they were not successful, that they be provided in writing with the

reasons they were unsuccessful. Where possible, a meeting will be held with the employee within five days to discuss the reasons. If a meeting is not possible, reasons will be provided in writing.

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

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

### **13.7 Notice to Union**

One copy of all postings shall be sent to the designated BCGEU union representative at the time of posting.

### **13.8 New Hire Probationary Period**

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

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

### **13.9 Trial Assessment Period**

(a) If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on a trial period of 455 hours.

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

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

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

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

## **ARTICLE 14 - LAYOFF AND RECALL**

### **14.1 Consultation**

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

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

(c) The Labour Management Committee with the staff representative shall meet to determine the feasibility of such a plan.

- (d) This article subscribes to the "*enhanced consultation*" of the *Labour Relations Code*.

#### **14.2 Layoff**

In the event of a layoff, the employees shall be laid off in reverse order of seniority within a classification as per Clause 12.1 (Seniority Defined).

#### **14.3 Advance Notice**

- (a) The Employer shall notify employees who are to be laid off 30 calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work their scheduled shifts during the period after notice of layoff, they shall be paid in lieu of work for that part of the notice period for which work is not available.
- (b) It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (i.e., fire, flood, medical closure, etc.).

#### **14.4 No New Employees**

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

#### **14.5 Pre-Layoff Canvas**

- (a) Prior to the layoff of regular employee(s) under Clause 14.1 (Layoff), the Employer may canvas any employee or group of employees to invite:
- (1) placement into a vacant regular position;
  - (2) potential job sharing situations;
  - (3) placement on the casual call-in and recall lists with no loss of seniority;
  - (4) resignation with severance as provided for in Clause 14.8 (Severance Pay) as appropriate; or
  - (5) where eligible, early retirement.
- (b) The Employer will advise the Union and employees of the number of individuals and classifications likely to be affected by a prospective layoff. The Employer shall advise the Union of the results of the pre-layoff canvas.
- (c) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (d) The Employer may establish reasonable time periods (generally, 7 calendar days) in which responses from employees will be received in writing for consideration.
- (e) Where the pending layoffs are a result of substantial reorganization, affecting 35% or more of the bargaining unit, the Employer will conduct a pre-layoff canvas pursuant to (a) above.

#### **14.6 Layoff Options**

An employee who has been given layoff notice shall, within seven calendar days of receiving layoff notice, elect either:

- (a) bumping as provided for in Clause 14.6 (Bumping);
- (b) placement on the casual call-in and on the recall list with no loss of seniority as provided for in Clause 14.7 (Recall List), for a period of one year; or



- (c) severance pay as provided for in Clause 14.9 (Severance Pay).

**14.7 Bumping**

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

- (1) the employee being laid off has the knowledge, qualifications, skills, availability and ability required in the selected position;
- (2) the employee being laid off bumps the least senior employee in the selected classification with the equivalent hours. If there is no position with an equivalent number of hours, then the employee being laid off bumps the least senior employee in the selected classification with the closest number of hours.

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

- (1) placement on the casual call-in list and on recall list with no loss of seniority as provided for in Clause 14.8 (Recall List); or
- (2) severance pay as provided for in Clause 14.9 (Severance Pay).

**14.8 Recall List**

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

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

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

- (1) re-placement on the recall list as provided for in Clause 14.8 (Recall List) for the remainder of the 52 week period; or
- (2) severance pay as provided for in Clause 14.9 (Severance Pay).

**14.9 Severance Pay**

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

- (a) six to 36 months of continuous service ..... 2 weeks
- (b) each additional year of continuous service .....1 additional week

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

## ARTICLE 15 - HOURS OF WORK AND SCHEDULING

### 15.1 Definitions – Day and Week

For the purposes 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.

### 15.2 Hours of Operation and Work Schedules

The Employer shall establish the hours of operation and work schedules. The Employer shall consult with the Union in the event that they are contemplating changes to the work schedules. The hours of work of a regular full-time employee will be 40 hours per week, inclusive of meal periods.

### 15.3 Notice of Work Schedules

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

### 15.4 Rest Periods

- (a) It is understood that rest periods cannot always be accommodated on a scheduled basis. Therefore, while it is understood that employees will be provided with rest periods as outlined in (b) below, the breaks will be taken to best accommodate the needs of the residents.
- (b) Employees will be entitled to two 15 minute rest periods per eight hour shift.
- (c) The Employer agrees that an employee's voluntary attendance at devotional services, where scheduling permits, held at the Employer's worksite shall not constitute use of the rest period.

### 15.5 Meal Periods

- (a) Meal periods for shifts in excess of five hours shall be as close as possible to the middle of the workday and shall be one-half hour unless otherwise specified.
- (b) Employees are required to be available to the Employer during the meal period, and as such shall be paid at straight-time rates for the meal period.

### 15.6 Minimum Daily Pay

- (a) The Employer shall pay the employees a minimum of two hours pay at their regular rate of pay upon reporting to work as required by the Employer.
- (b) Employees required to attend staff meetings during off-duty hours shall be paid at straight-time rates for the duration of the meeting or a minimum of two hours, whichever is greater.

### 15.7 Days of Rest

All shift schedules established by the Employer shall provide each employee with at least two consecutive days of rest each week.

### 15.8 Hours of Work – Part-Time Employees

- (a) Part-time employees who indicate an interest in working additional hours shall be offered casual shifts that are available within their classification, provided they are qualified to do the work, and provided it will not result in overtime pay. The call-in procedure will apply. These hours shall be credited to regular seniority.
- (b) Clause 11.3(b) (Casual Employee Availability) shall apply to permanent part-time employees who have indicated their availability to work casual shift hours. It is understood that Clause 11.3(b) shall only apply for those shifts and not the employee's regularly scheduled shifts.

**ARTICLE 16 - CLASSIFICATION AND RECLASSIFICATION****16.1 Job Descriptions – New and Changed Positions**

- (a) While the parties recognize the requirement for flexibility of specific duties, the Employer agrees to provide the Union with job descriptions for those classifications in the bargaining unit.
- (b) Where a new or substantially altered job classification covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. Job Descriptions presented to the Union shall become the recognized job descriptions unless grieved by the Union within 60 calendar days of presentation.
- (c) Where the Union objects in writing, it shall provide specific details of its objections, which shall be limited to whether:
  - (1) the job description accurately describes the type of duties and level of responsibilities;
  - (2) the job is properly remunerated in relation to the existing wage schedule; and
  - (3) any qualifications established for the job are relevant and reasonable.
- (d) If the classification and/or wage rate established by the Employer for the new or changed position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

**ARTICLE 17 - OVERTIME****17.1 Authorization**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) The Employer and the Union recognize that the nature of the work carried out by employees is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause the Employer will draw up a policy (in consultation with the Labour/Management Committee) defining the circumstances under which employees may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

**17.2 Overtime Compensation**

- (a) The Employer will pay employees who work over eight hours per day:
  - (1) one and one-half times the employee's regular wage for the time over eight hours; and
  - (2) two times the employee's regular wage for any time over 11 hours.
- (b) The Employer must pay an employee who works over 40 hours per week one and one-half times the employee's regular wage for the time over 40 hours.
- (c) The Employer must pay an employee who works over 48 hours per week, two times the employee's regular wage for the time over 48 hours.
- (d) For the purpose of calculating weekly overtime under (2) above, only the first eight hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

**17.3 Sharing of Overtime**

To the extent feasible, overtime shall be allocated equitably to qualified employees considering their availability, proximity and potential of additional expenses for the Employer.

#### **17.4 Overtime Pay**

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

#### **17.5 Hours Free from Work**

The Employer must either:

- (a) ensure an employee has at least 32 consecutive hours free from work each week; or
- (b) pay the employee double the straight-time rate worked by the employee during the 32 hour period the employee would otherwise be entitled to have free from work.
- (c) The Employer must ensure that each employee has at least eight consecutive hours free from work between each shift worked, except in case of an emergency. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the next shift which fall within the eight hour period.
- (d) Where an Employer requires an employee to work overtime, after being informed in advance that the employee will incur directly related additional costs the Employer will reimburse the employee for reasonable and cost-effective additional costs. Transportation will be provided to employees who are required to work overtime and who must travel to or from their home during the hours between 11:30 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of the commercial transportation, upon presentation of receipts.
- (e) The Employer must not require or directly or indirectly allow an employee to work excessive hours detrimental to the employee's health and safety.

#### **17.6 Overtime on a Statutory Holiday**

- (a) An employee who is required to work on a Statutory Holiday shall be paid for that day:
  - (1) one and one-half times the employee's straight-time rate for the time worked up to 11 hours; and
  - (2) two times the employee's straight-time rate for any time worked over 11 hours.
- (b) In addition, the employee may choose one of the following:
  - (1) a working day off with pay, scheduled by mutual agreement; or
  - (2) payment at the straight-time rate in lieu of the day off except where not taking the day off would qualify as a regularly scheduled shift for overtime rates.

#### **17.7 Compensating Time Off**

- (a) At the time timecards or timesheets are collected, the employee may advise in writing of their preference to receive compensating time off at the applicable overtime rate, or to receive payment at the applicable overtime rate, or to receive a combination of compensating time off and overtime pay.
- (b) If an employee opts to take any compensating time off, such time off shall be scheduled by mutual agreement and shall normally be scheduled no later than their next scheduled vacation period upon submission of the written request.
- (c) If compensating time off is not scheduled before the next scheduled vacation period, the employee shall be paid at the applicable overtime rate on the payday preceding their vacation.
- (d) In extenuating circumstances, an employee who has elected to take compensating time off may, instead, elect to receive overtime pay to be paid on the payday that follows the submission of the pay

request. The deadline for such requests shall be 4:00 p.m. on the Friday preceding the regular pay delivery date.

### **17.8 Meals during Overtime**

When an employee is required to work in excess of two and one-half hours overtime immediately before or after completion of their scheduled daily hours, they shall be entitled to reimbursement for a receipted meal expense not to exceed \$10.50.

### **17.9 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. Employees recognize that in emergency situations, it may be necessary to work overtime. If no employee volunteers to work overtime, the most junior employee will be required to work the overtime.

## **ARTICLE 18 - STATUTORY AND PAID HOLIDAYS**

### **18.1 Statutory Holidays**

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

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

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

Easter Monday  
Boxing Day

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

(c) This benefit applies to employees who have completed 30 days of service who have worked 15 days in the 30 days immediately preceding the holiday and will be prorated for part-time and casual employees.

(d) Where an employee meets the eligibility criteria above, and is required to work on a Statutory or Paid Holiday, he/she will be entitled to time and one-half his/her regular wages for all hours worked, plus a day in lieu of the Holiday at the appropriate prorated compensation. If the employee is not required to work on the Statutory or Paid Holiday, he/she shall receive the day off at the appropriate prorated compensation.

(e) Where an employee does not meet the eligibility criteria above, and is required to work on the Statutory or Paid Holiday, he/she shall be compensated the regular hourly rate for all hours worked. If the employee is not required to work, he/she shall have the day off without compensation.

### **18.2 Holidays Falling on a Saturday or a Sunday**

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

(b) When a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

**18.3 Holiday Falling on a Day of Rest**

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

**18.4 Holiday Falling on a Scheduled Workday**

- (a) An employee who is required to work on a designated holiday shall be compensated as outlined in Clause 17.6 (Overtime on a Statutory Holiday).
- (b) The Employer agrees to make every reasonable effort to allow regular employees, who have requested it, to schedule the statutory holiday off. An employee who is required to work on a designated holiday shall be compensated as outlined in Clause 17.6 (Overtime on a Statutory Holiday).

**18.5 Holiday Coinciding with a Day of Vacation**

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

**18.6 Christmas or New Year's Day Off**

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

**18.7 Alternative Days Off**

Employees are entitled to up to two days leave of absence without pay per calendar year to observe spiritual, cultural or Holy Days not observed on days identified in Clause 18.1 (Statutory Holidays). Such leave shall not be unreasonably withheld by the Employer where the request is received at least 14 days in advance, provided it does not create an overtime situation for the Employer.

**18.8 Scheduling of Lieu Days**

Every reasonable effort will be made to schedule days off in lieu of statutory holidays as additions to the employee's regular days off, except where the Employer and employee agree otherwise. The lieu day shall be scheduled by mutual agreement. A maximum of five days may be banked to be used concurrently, and may be used in conjunction with regular vacation if scheduling/coverage permits.

**ARTICLE 19 - VACATION ENTITLEMENT**

**19.1 Annual Vacation Entitlement**

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

<b>Completed Calendar Years of Service</b>	<b>Vacation Time</b>
(1) less than two calendar years.....	2 weeks
(2) second to ninth calendar years .....	3 weeks
(3) 10 <sup>th</sup> to 24 <sup>th</sup> calendar years .....	4 weeks
(4) 25 <sup>th</sup> calendar year and thereafter .....	5 weeks

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

(c) A regular part-time employee shall earn vacation on a pro rata basis and will receive vacation pay for all hours of work on every paycheque. In all cases, the appropriate percentage will be applied. Part-time employees will continue to be eligible for vacation leave on a prorated basis based on their regular part-time schedule of hours. Leave requests will be submitted following the procedure outlined in Clause 19(b) (Vacation Entitlement). It is understood that leave taken for this purpose will be without pay as compensation will have already been provided.

## **19.2 Vacation Pay**

- (a) Vacation pay will be calculated according to the following schedule. Employees with:
- (1) less than two calendar years of service: .....4% of total wages
  - (2) second to ninth calendar years of service: .....6% of total wages
  - (3) 10<sup>th</sup> to 24<sup>th</sup> calendar years of service: .....8% of total wages
  - (4) 25<sup>th</sup> or more calendar years of service: ..... 10% of total wages
- (b) Casual employees will be compensated a percentage of wages on each pay in accordance with Clause 11.5 (Casual Vacation Pay).

## **19.3 Vacation Scheduling**

- (a) Vacations will be taken before the end of the calendar year without carryover, except as specified in Clause 19.7 (Vacation Carryover). Vacation may be taken anytime during the calendar year, but under normal circumstances it should not be taken consecutive to a previous year's vacation. The scheduling of vacation must be mutually agreed to by the employee and employer designate.
- (b) Vacation schedules shall be circulated for staff application by February 1<sup>st</sup> of each year and the completed schedule shall be approved and posted by April 1<sup>st</sup>.
- (1) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
  - (2) Vacations shall be granted on the basis of service seniority. Employees who do not exercise their seniority rights by March 1<sup>st</sup>, will not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
  - (3) Employees shall be entitled to receive their vacation in an unbroken period, subject to the vacation choice of more senior employees. Employees who decide to break their entitlement into more than one unbroken period, will be entitled to use their seniority for only one such unbroken period in a calendar year.
  - (4) Employee vacation selections submitted after March 1<sup>st</sup> will be considered on a first-come, first-serve basis.
  - (5) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees without the agreement of those employees.
  - (6) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency (as per [5] above), except by mutual agreement between the employee and the Employer.

## **19.4 Callback From Vacation**

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

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by themselves, in proceeding to their place of duty and in returning to the place from which they were 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.

### **19.5 Vacation Entitlement Upon Death**

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

### **19.6 Vacation Credits Upon Termination of Employment**

Employees leaving employment will be paid for any earned but unused vacation credits.

### **19.7 Vacation Carryover**

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

### **19.8 Approved Leave of Absence with Pay During Vacation**

(a) When an employee is qualified for bereavement leave, sick leave, or any other approved leave with pay during the employee's vacation period, there shall be no deduction from the vacation credits for such leave. The vacation period so displaced shall be taken at a mutually agreed time.

(b) An employee intending to claim displaced vacation leave due to illness must advise the Employer and provide a Doctor's report covering the period of sickness within seven calendar days of returning to work. Where the leave will be extended due to continued sickness of the employee, the employee will be responsible to advise the Residential Supervisor prior to their expected return date for scheduling purposes.

### **19.9 Vacation Pay**

Once per calendar year upon 21 calendar days written request, a regular employee shall be entitled to receive, prior to commencement of vacation, a payroll advance equivalent to the amount of the vacation paycheque that would be issued during the vacation period.

## **ARTICLE 20 - EDUCATION LEAVE**

### **20.1 Courses/Examinations at the Request of the Employer**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer. Wherever possible, contingent upon service delivery requirements, course attendance will be scheduled to occur during regular working hours. Where an employee is required to attend outside of regular scheduled hours, straight-time pay will apply for the hours in attendance.

### **20.2 In-Service Education**

(a) Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages. At the employee's request, the Employer will continue to endeavour to replace employees for all or part of a shift abutting mandatory in-service education seminars.



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

## **ARTICLE 21 - SPECIAL AND OTHER LEAVE**

### **21.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave upon notification, at their regular rate of pay. Such leave shall not normally exceed three working days.

Immediate family is defined as an employee's parent, (or alternatively stepparent or foster parent) spouse, common-law spouse, grandparent, grandchild, child, stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, and legal ward and any other relative permanently residing in the employee's household or a relative with whom the employee permanently resides.

In the event of the death of the employee's brother-in-law or sister-in-law, the employee shall be entitled to leave with pay for one day for the purpose of attending the funeral.

- (b) If an employee is on any paid leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate paid leave.
- (c) Every reasonable effort will be made to grant additional bereavement leave of absence without pay if required by the employee.

### **21.2 Court Appearances**

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

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

- (b) An employee in receipt of their regular earnings while serving at a court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

### **21.3 Full-time Public Duties**

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

- (a) for employees who have filed nomination papers to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) for employees elected to a public office for one term in office to a maximum of five years;
- (c) for Reserve Duty and Training for the Canadian Armed Forces for a maximum period of one year.

### **21.4 Family Responsibility Leave**

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

- (b) Up to two days paid leave per calendar year will be granted to meet responsibilities related to care, health and education of a child or other family member. An additional three days of unpaid leave will be granted for the same purpose.
- (c) Employees without children may also use such leave for medical or dental appointments.

### **21.5 Elections**

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

### **21.6 General Leave**

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

### **21.7 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 21.6 (General Leave), there will be no change to eligibility for benefits provided for under Article 25 (Health and Welfare). The Employer shall continue to make payments to Health and Welfare plans in the same manner as if the employee were not absent, where the employee elects to pay his or her share of the cost of the plans.

## **ARTICLE 22 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**

### **22.1 Pregnancy Leave**

- (a) An employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 consecutive weeks or for a shorter period as requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give notice of at least four weeks prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.
- (c) Regardless of the date of commencement of the leave of absence taken under Clause 22.1(a) (Pregnancy Leave), the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under Subsection (c) shall be given in writing to the Employer at least 21 days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate from a medical practitioner stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a), the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate of a medical practitioner verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the medical practitioner.
- (f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension, without pay, not to exceed a total of six additional consecutive weeks. To

qualify, the employee must supply a certificate from a medical practitioner verifying the necessity of the leave.

## **22.2 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks (35 weeks for the birth mother) without pay or a shorter period if the employee requests.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks parental leave between them.
- (c) An employee shall give four weeks' notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 22.1(b) (Pregnancy Leave). In the case of adoption the employee shall also provide a letter from the agency that placed the child, providing evidence of the adoption.
- (d) Parental leave shall commence:
  - (1) in the case of a birth mother, immediately following the end of the pregnancy leave taken under Clause 22.1 (Pregnancy Leave), unless the Employer and employee agree otherwise;
  - (2) in the case of a father following the birth of the child and within the 52 week period after the birth date; and
  - (3) in the case of an adopting parent following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care as certified by a medical practitioner, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

## **22.3 Employment Deemed Continuous**

- (a) The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 19 (Vacation Entitlement) and Article 25 (Health and Welfare). The Employer shall continue to pay its share of the insurance premiums to Health and Welfare Plans and the employee shall be responsible to continue to pay his/her share of the insurance premiums during the leaves.
- (b) Failure by the employee to remit monthly premiums within 31 days of due date will result in cancellation of benefits, and reinstatement after these leaves will be contingent upon medical clearance (at employee's cost) by the insurers.

## **22.4 Reinstatement**

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled to had the leave not been taken, or, if the position no longer exists, employees may exercise their rights in accordance with Article 14 (Layoff and Recall).
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with Subsection 22.4(a) (Reinstatement).

## 22.5 Sick Leave Credits

- (a) Prior to the commencement of pregnancy 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.

## ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

### 23.1 Statutory Compliance

- (a) The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.
- (b) There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

### 23.2 Occupational Health and Safety Representative

Stevenson House will comply with the requirement to have a health and safety policy and program, including a provision for a union health and safety representative.

### 23.3 Transportation of Injured Worker

Transportation to the nearest physician or hospital and return transportation to the worksite or the employee's residence for employees requiring medical care as a result of a work-related injury shall be at the expense of the Employer. Return transportation to the employee's home shall not be provided by the Employer where someone at the employee's home can reasonably provide such transportation.

### 23.4 Unsafe Work Conditions

- (a) No employee shall be disciplined for refusal to work on a job, which the employee believes to be unsafe pursuant to the *Workers Compensation Act*.
- (b) Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward or union health and safety representative will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

### 23.5 Critical Incident Stress Debriefing

- (a) A critical incident stress debriefing session shall be made available and promoted to employees, as soon as possible after a critical workplace incident occurs. (A critical workplace incident may include situations such as suicide, violent assaults, deaths, etc.) Leave to attend such a session will be without loss of pay. Those employees attending outside of their regular work hours, shall be compensated for the actual time in attendance only at straight-time.
- (b) Employees who have suffered a serious work related traumatic incident of an unusual nature who are sent home after such an incident, shall receive payment for the remainder of the shift without deduction from sick leave.

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

### **23.6 Injury Pay Provision**

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

### **23.7 Training**

- (a) Where an employee is required by the Employer to attend a course for the purpose of safety training, the leave shall be considered Education Leave pursuant to Article 20 (Education Leave).
- (b) The Employer will provide orientation or in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of material and products. The Employer will make readily available information, manuals and procedures for these purposes.

### **23.8 Aggressive Behaviour**

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a resident has a history of aggressive behaviour, the Employer will make such information available to employees.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. Where a risk of injury to employees from violence is identified in accordance with Section 4.28 of the Protection of Workers from Violence in the Workplace Regulations, the Employer will establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present where the potential risks of violence require that specific measures be in place.
- (d) With regard to critical incident stress debriefing, refer to Clause 23.5 (Critical Incident Stress Debriefing).
- (e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

### **23.9 Vaccination and Inoculation**

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

## ARTICLE 24 - SICK LEAVE

### 24.1 Sick Leave

- (a) It is understood that sick leave is intended to assist employees who are not able to attend work because of legitimate personal illness or injury.
- (b) Regular permanent employees who have completed their probationary period shall accumulate sick leave credits on the basis of eight hours for every 176 hours of work to a maximum of 680 hours.
- (c) Sick leave pay shall be based on scheduled work hours lost.

### 24.2 Medical Confirmation

- (a) The Employer will require a doctor's medical report where the employee has been absent for four consecutive days of work at the Employer's expense.
- (b) Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may require a doctor's medical report at the Employer's expense.

### 24.3 Employee Responsibilities

- (a) The employee shall inform his/her immediate supervisor as soon as possible in advance of the scheduled shift, of an inability to report to work because of personal illness or injury. The employee shall inform the Employer of the date of return to duty, in advance, for scheduling purposes. A minimum of two weeks advance notice is required in the case of long-term sick leave absences.
- (b) When an employee has not provided a doctor's note or certificate of medical absence as requested by the Employer within four working days of return to work, they will be considered to have been ineligible for sick leave.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Basic Medical Insurance

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

### 25.2 Extended Health, Dental and Group Life Benefits

- (a) The current practice of the Employer with regard to the Extended Health Care Plan, the Dental Plan, and the Group Life Plans outlined in "*Taking Care*" – The Salvation Army Employee Benefit Plan Booklet shall continue for the term of this Collective Agreement. The benefits include: Basic Life Insurance, Optional Life Insurance, Basic Accidental Death and Dismemberment, Voluntary Accidental Death and Dismemberment, Extended Health Benefits, Optional Health Benefits, Dental Care Benefits, Optional Dental Care Benefits and Core and Enhanced Long-Term Disability Benefits.
- (b) The Employer shall pay the monthly "*Single*" premium cost of the Core Plan for Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment for permanent employees working 25 or more regularly scheduled hours per week.
- (c) *Long-Term Disability Benefits:* To be eligible for Long-Term Disability (LTD) Benefits, employees must work 30 or more regularly scheduled hours per week. All eligible employees are required to participate in the Long-Term Disability (LTD) program. Long-Term Disability (LTD) premiums will be paid by the employee.
- (d) The Employer will provide all eligible employees with the above-referenced booklet.

**25.3 Employee and Family Assistance Program**

- (a) The Employer shall provide an Employee and Family Assistance Program (EAP) for all employees and their eligible dependants.
- (b) The Employer will provide all employees with the EAP brochure.

**25.4 Unusual Traumatic Incidents**

- (a) Upon recommendation from a doctor, the Employer will provide regular employees with up to 10 days sick leave per calendar year to assist in the recovery from a work-related stress disorder due to an unusual traumatic incident. In the event that the regular employee does not have sufficient sick leave banked, the Employer shall grant the additional sick leave.
- (b) For the purpose of this clause:
  - (1) Regular employees shall mean part-time or full-time employees who are eligible for sick leave.
  - (2) An unusual traumatic incident is understood to include situations such as suicide, violent assaults, deaths, etc.
- (c) As appropriate, the employee will be required to apply for Workers' Compensation benefits. In the event coverage is approved, the Employer will be refunded monies already paid to the employee, under this article, and such sick time will be re-instated to the employee's sick bank.

**ARTICLE 26 - WORK CLOTHING AND EMPLOYER PROPERTY****26.1 Protective Clothing**

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

**26.2 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. Where Employer property is not returned, or is returned in unsatisfactory condition, the employee will be responsible to pay the Employer a sum equal to the replacement value. In the event facility keys are not returned, the employee will be responsible to cover the cost of re-keying the facility, if necessary.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Equal Pay**

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

**27.2 Paydays**

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

**27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The rates of pay negotiated by the parties to this Agreement are recorded in Appendix B and are effective on the dates specified.

(b) The distribution of paystubs shall be done in such a manner that the details of the paystubs shall be confidential.

**27.4 Rate of Pay on Reclassification**

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

**27.5 Substitution Pay**

(a) An employee temporarily substituting in or performing the principal duties of a higher paying position, for a minimum of one-half day, will receive the regular rate for that classification for the period of substitution.

(b) When operationally feasible in the view of the Employer, substitution to a higher paying classification shall be offered to employees in the next lower classification possessing the knowledge, skills, qualifications, availability and ability required for the higher paying position, in order of seniority.

(c) An employee temporarily substituting in, or performing the principal duties of a lower paying classification, at the Employer's request, shall receive their normal rate of pay.

**27.6 Meal Allowance**

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

- (a) Breakfast ..... \$ 8.50
- (b) Lunch ..... \$10.50
- (c) Dinner ..... \$19.25

**27.7 Travel Expenses**

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

**27.8 Registered Retirement Savings Plan**

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

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

<b>Completed Years of Service</b>	<b>Employer Contribution</b>
(1) 2 to 5 years.....	3%
(2) 6 to 10 years.....	3.25%
(3) 11 to 15 years.....	3.50%
(4) 16 to 20 years.....	4%
(5) 21 to 25 years.....	5%
(6) More than 25 years .....	6%

(b) Employees may make voluntary contributions over and above the basic contributions of the Employer. Voluntary contributions may be withdrawn once per calendar year.



- (c) All contributions are held in an account registered to the individual employee. The employee identifies the funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the Plan.
- (d) When the employee terminates employment with the Employer, they can elect from options identified on the form "*Notice of Member Termination*".
- (e) All employees shall be provided with the Group Registered Retirement Savings Plan brochure.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.1 Copies of Agreement**

The Union and the Employer desire that every employee be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Union shall print sufficient copies of the Agreement for distribution to employees. The Union shall arrange for printing and distribution of the Collective Agreement. The Union shall provide six copies to the Employer.

### **28.2 Job Sharing**

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

### **28.3 Personal Duties**

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

### **28.4 Indemnity**

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

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

### **28.5 Criminal/Civil Offences by Residents**

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

### **28.6 Resident Information**

- (a) The Employer shall provide employees with the information known to the Employer, regarding a resident that is necessary for the employees to safely carry out their duties.
- (b) Any information about residents of Stevenson House which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and take all reasonable precautions to safeguard it. Failure to maintain the confidentiality of resident information may result in disciplinary action.

### **28.7 Vehicle Allowance**

Vehicle allowances for all distances travelled while on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. This does not include travel to and

from work. Vehicle allowance shall be 40¢ per kilometre. Vehicles driven on employer business will be in compliance with ICBC Regulations.

### **28.8 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.

## **ARTICLE 29 - CONTRACTING OUT**

- (a) The Employer agrees not to contract out any work presently performed by employees in the classifications identified in Appendix B which would result in the layoff of such employees.
- (b) It is understood by both parties that the present and future use of volunteers, student placements and residents is supernumerary to positions in the bargaining unit and will not be considered contracting out.

## **ARTICLE 30 - TERMS OF AGREEMENT**

### **30.1 Duration**

- (a) This Agreement shall be binding and remain in force and effective from April 1, 2011 to March 31, 2013.
- (b) All provisions of the Agreement are effective the date of ratification by both parties unless otherwise stated.

### **30.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2012 but in any event not later than midnight, December 31, 2012.
- (b) Where no notice is given by either party prior to December 31, 2012, both parties shall be deemed to have been given notice under this section on December 31, 2012, and thereupon Clause 30.3 (Commencement of Bargaining) applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

### **30.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 30.3 (Commencement of Bargaining), the parties shall, within 30 days after the notice was given, commence collective bargaining.

### **30.4 Change in Agreement**

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

### **30.5 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:  
(The Governing Council of The Salvation  
Army in Canada on behalf of Stevenson  
House)**

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Darryl Walker  
President

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Josie Delpriore, Territorial Director  
Employee Relations

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John Kydd  
Bargaining Committee

---

John Thompson, Territorial Manager  
Labour Relations

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Philip MacKenzie  
Bargaining Committee

---

Captain David MacPherson  
Executive Director of Stevenson House

---

William Lumley  
Bargaining Committee

---

Fiona McLardy  
Human Resources Generalist

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Heather Turner  
Staff Representative

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Wendy Tupling Guest  
Divisional Director Employee Relations

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Douglas Fynn  
Business Manager

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Anthony Owusu  
Stevenson House Supervisor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

### APPENDIX A Definitions

1. "*Casual employees*" are employed on an "*on call*" basis to cover absences due to sick leave, vacation, or other approved leaves, or to augment staff during peak periods or periods of staff shortage.
2. "*Employer*" means The Salvation Army Stevenson House.
3. "*Job Description*" means position description.
4. "*Leave of Absence with Pay*" means to be absent from duty with permission but with pay.
5. "*Leave of Absence without Pay*" means to be absent from duty with permission but without pay.
6. "*Regular Full-time Employee*" means an employee who is appointed to a regular scheduled position and is regularly scheduled to work full-time hours as per Clause 15.1 (Definitions – Day and Week), unless otherwise agreed by mutual agreement of the parties. A regular full-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
7. "*Regular Part-time Employee*" means an employee who is appointed to a regular scheduled position and is regularly scheduled to work but works less than full-time. A regular part-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
8. "*Volunteers*" means members of the public, clients from other Salvation Army ministries, or student placements who volunteer their time in various capacities which are supernumerary to the work being done by employees. Volunteers shall not be considered employees for the purposes of this Collective Agreement.
9. "*Residents*" means people who reside at Stevenson House. Residents shall not be considered employees for the purposes of this Collective Agreement, except those who are employed in bargaining unit positions. For Residents who are employed by Stevenson House, their employment and residency are distinct contractual relationships.
10. "*Availability*" infers the need for employees to be available for shifts or a set shift schedule as outlined in the position description that shall fall within the parameters of Article 15 (Hours of Work and Scheduling).

### APPENDIX B Wage Schedule

Classification	Current	Effective April 1/12
Productive Choices Coordinator	20.16	20.36
Caseworker	18.04	18.22
Cook	16.97	17.14
House Support Worker	15.38	15.53

*April 1, 2011:* A cash bonus representing one percent of wages earned in the 12 months preceding ratification will be offered to regular full and part-time employees, and casual employees, employed effective date of signing. This amount will be paid on the second pay period following ratification.

*April 1, 2012:* one percent increase to all classifications.

A Christmas bonus will be paid to all regular full and part-time employees, on the first pay period in December 2011. An amount of \$1000 will be divided among these employees based on years of service.

**APPENDIX C**  
**List of Arbitrators**

Jim Dorsey  
Heather Laing  
Colin Taylor  
Joan Gordon

**MEMORANDUM OF AGREEMENT #1**  
**Call-in Procedure**

***Shift Availability***

- (a) Casual staff are required to indicate their availability on the Availability Form.
- (b) Staff must fill in the Availability Form to maintain active status as a casual.
- (c) Availability Form must be updated monthly and submitted on the third Friday of each month for the following month.

***Shift Refusal***

- (a) A refusal to work will be the result of declining an offer of a shift for the period of indicated availability or the cancelling of an accepted shift for reasons other than illness or acceptable emergency.
- (b) If the Employer or Employer's designate are unable to contact the employee, as per the call-in procedure, the call will be recorded as a refusal.
- (c) If staff are ill, they will call in to temporarily remove their name from their indicated availability, and call in to resume their availability when their wellness permits.
- (d) Refusals will be acceptable under special circumstances of family emergency, formal travel/weather advisories or in circumstances deemed beyond the control of the staff.

***Holiday/Leave Block Coverage Call-in Procedures***

- (a) Staff shall be called by their indicated availability in order of their seniority.
- (b) Block shifts will be broken up and filled by indicated availability, in order of seniority.

***Call-in Procedure***

- (a) As per Clause 15.6 (Minimum Daily Pay), part-time employees will be given the first option of filling casual vacancies, provided overtime does not result, and will be called in order of seniority.
- (b) Where part-time staff are not able to fill a vacancy, the Employer or Employer's designate shall call casual staff by telephone. Only those casual employees who have indicated availability will be contacted.
- (c) Only one call will be made to an employee.
- (d) The telephone shall be permitted to ring at least eight times.
- (e) In the event of a busy signal, the employee shall be recalled once after three minutes.
- (f) In the event of an answering machine or pager, a message will be left and a response period of 15 minutes will be allowed before moving on to the next senior person.

(g) All calls shall be recorded in a log book maintained for this purpose, which will indicate the name of the employee called, the specific shift and time of the vacancy, the time the call was made and whether the employee accepts or declines the call or fails to answer. All entries will be signed by the person making the call.

### **MEMORANDUM OF AGREEMENT #2**

#### **Re: Changes to Existing Certification**

The parties agree that any staff hired for Emergency Shelter work in New Westminster shall be considered part of the current certification and the Employer shall recognize them as such.

### **MEMORANDUM OF AGREEMENT #3**

#### **Existing Full-Time Employee**

1. This Memorandum will only apply to the following full-time employee:  
Thomas White
2. This employee will have his current salary frozen. If the current funding to Stevenson House goes to "*Request for Proposal*", Thomas White will have his wages rolled back by 5% effective the start of the new funding contract
3. This employee will move to the Salvation Army Employee Benefit Plan "*Taking Care*" immediately. The Employer will pay 100% of the family coverage premiums for the Option 1 coverage for health care and dental. If the current funding to Stevenson House goes to "*Request for Proposal*", the Employer will pay 100% of the family coverage premiums for the Core Plan coverage. The Employer will pay 100% of the premiums for Long-Term Disability, regardless of any decrease in funding.
4. The Employer will pay 100% of the family coverage premiums for the British Columbia Medical Services Plan benefits (MSP) for this employee. If the current funding to Stevenson House goes to "*Request for Proposal*", the Employer will pay 100% of the single coverage for the British Columbia Medical Services Plan benefits (MSP).

### **MEMORANDUM OF AGREEMENT #4**

#### **Re: Weekend Schedule – Modified Shifts Caseworker and House Support Worker**

- (a) The parties agree that Caseworker and House Support Worker positions at Stevenson House will be scheduled on the weekend for 12 hour shifts, inclusive of rest and meal periods. Employees are required to remain on duty and on the premises for the entire shift.
- (b) Scheduling of these positions will be from 8:00 a.m. Saturday to 8:00 a.m. Monday, as follows:  
Saturday and Sunday 8:00 a.m. – 8:00 p.m. (Shift #1)  
Saturday and Sunday 8:00 p.m. – 8:00 a.m. (Shift #2)
- (c) In addition to the above-noted 12 hour weekend shifts, employees covered by this Memorandum will be scheduled and required to work a minimum of eight shifts per year at eight hours per shift to replace regular employees for statutory holiday relief. Except as provided in point (d) below, all hours worked will be at straight-time.

(d) In the event that the employee works on the statutory holiday and has worked 120 hours or more in the 30 days immediately prior to the statutory holiday, the employee will receive time and one-half his/her regular wages for all hours worked, plus a day in lieu of the holiday at the appropriate prorated compensation. (Ref. Clause 18.1 [Statutory Holidays])

(e) Any hours worked consecutively with the above-noted 12 hour shift will be considered overtime and will be compensated at the rate of one and one-half times the employee's straight-time rate for the first three hours and two times the employee's straight-time rate for any consecutive hours worked thereafter.

(f) These employees will be considered regular part-time employees for the purposes of the Collective Agreement and will be covered by the Basic Medical Insurance under Clause 25.1 (Basic Medical Insurance) and the Extended Health, Dental, and Group Life benefits (except for Long-Term Disability) under Clause 25.2 (Extended Health, Dental and Group Life Benefits) of the Collective Agreement.