

**COLLECTIVE AGREEMENT**

**between the**

**VANCOUVER ABORIGINAL FRIENDSHIP CENTRE SOCIETY**

**and the**

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

**Effective from December 1, 2018 to November 30, 2022**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

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

### 1.2 Future Legislation

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

### 1.3 Conflict With Regulations

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

### 1.4 Use of Terms

- (a) The parties agree to use gender-neutral pronouns where possible throughout the collective agreement and to be consistent in the use of such terminology.
- (b) *Singular or Plural*

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

### 1.5 No Discrimination

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

Notwithstanding Section 41 of the *Human Rights Code*, the Employer and the Union agree that there shall be no discrimination with respect to an employee's employment because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity and gender expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

## ARTICLE 2 - DEFINITIONS

### 2.1 Definitions

- (a) *Regular Full-Time Employee:*

Regular full-time employee shall mean any employee who normally works the regular workweek as outlined in Article 14 - Hours of Work. Such employee shall be paid every second Friday.

(b) *Regular Part-Time Employee:*

Regular part-time employee shall mean any employee who works on a continuous basis but normally works less than the regular week as outlined in Article 14 - Hours of Work. Such employee shall be paid every second Friday.

(c) *Temporary Employee:*

A temporary employee shall mean any employee who works on a substitute or casual basis. Normally a temporary employee shall be advised of the date of termination of their employment at the time of hiring. Temporary employees shall receive pay for statutory holidays worked, and for overtime, on the same basis as permanent employees. The Employer agrees that regular part-time employees within the bargaining unit shall be given the opportunity to work additional hours before any temporary employee is hired.

## 2.2 Casual Employee:

A casual employee is an employee who is employed for work, which is not of a continuous nature, such as:

- (1) seasonal positions;
- (2) positions created to carry out special projects or work which is not continuous
- (3) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave, or other leave;
- (4) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs.

## 2.3 "Continuous Employment" or "Continuous Service"

"*Continuous employment*" or "*continuous service*" means uninterrupted employment with the Employer subject to the provisions of Clause 12.3.

# ARTICLE 3 - UNION RECOGNITION AND RIGHTS

## 3.1 Bargaining Unit Defined

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

## 3.2 Bargaining Agent Recognition

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

## 3.3 Correspondence

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

### **3.4 No Other Agreement**

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

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

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

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

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

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

The duties of stewards shall include:

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

### **3.7 Bulletin Boards**

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

### **3.8 Union Insignia**

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

### 3.9 Time Off for Union Business

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

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) or elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) or employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) leave for negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders;
- (7) to employees designated by the Union to sit as observers on interview panels.

(b) *Without Loss of Pay*

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

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

### 3.10 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

### 3.11 Labour Relations Code

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

### 3.12 Emergency Services

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



**ARTICLE 4 - UNION SECURITY**

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

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

- (a) The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1<sup>st</sup> of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (i) A report of employees who cease employment will be provided to the Union on a quarterly basis.
- (j) The Employer will provide to the Union with every regular dues remittance the information it requires pertaining to each member's name and contact information including a unique employee identifier as well as dues and gross wages in a format provided by the Union. The information will be provided electronically in the file formats ".csv".



(k) The Employer will submit union dues remittance by Electronic Fund Transfer (EFT). The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount. Each EFT email will also include:

- Employer name
- Pay period type (e.g.: monthly, semi-monthly, biweekly, etc.)
- Pay period number
- Pay period end date
- Pay period pay date

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

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.

(b) The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - EMPLOYER'S RIGHTS**

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

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

##### **8.1 Representation**

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

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

A union bargaining committee shall be appointed by the Union and shall consist of up to three members of the Union together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

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

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of union staff shall notify the designated employer's official in

advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

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

- (a) There shall be established a labour/management committee composed of two union representatives and two employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (b) The Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - (2) correcting conditions causing grievances and misunderstanding;

#### **8.5 Technical Information**

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

### **ARTICLE 9 - GRIEVANCES**

#### **9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

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

#### **9.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved

employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance, but shall submit the grievance through another steward or union staff representative.

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

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

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

### **9.4 Step 2**

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

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

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

### **9.6 Step 3**

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

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

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

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

### **9.8 Failure to Act**

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

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

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

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

### **9.10 Amending of Time Limits**

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

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

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

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

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

### **9.13 Policy Grievance**

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

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

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

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

### **ARTICLE 10 - ARBITRATION**

#### **10.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration. Such notice shall be by certified mail or courier. Where local agreement is reached between the B.C. Government and Service Employees' Union and the Employer, the notice may be by facsimile.

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

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix C. Where the parties mutually agree, an arbitrator who is not listed in Appendix C may be appointed.

#### **10.3 Board Procedure**

The Arbitrator may determine their own procedure in accordance with the *Labour Code* and shall give full opportunity to all parties to present evidence and make representations. They shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of their first meeting.

#### **10.4 Decision of Arbitrator**

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

#### **10.5 Disagreement on Decision**

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

#### **10.6 Expenses of Arbitrator**

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

#### **10.7 Amending Time Limits**

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

## 10.8 Witnesses

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

## 10.9 Expedited Arbitration

- (a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection; and
  - (8) demotions.

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Procedure

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

## 11.2 Dismissal and Suspension

(a) The Employer may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five working days.

(b) A suspension of indefinite duration shall be considered a dismissal under Clause 11.2(a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

## 11.3 Burden of Proof

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

## 11.4 Right to Grieve Other Disciplinary Action

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

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

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

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

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

## 11.5 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

## 11.6 Personnel File

(a) An employee, or the President of the Union or their designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of file entries as requested. The



employee or the President, as the case may be, shall give the Employer five working days' notice prior to having access to such information.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

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

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

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in a undue delay of the appropriate action being taken.

#### **11.8 Abandonment of Position**

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

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

(a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.2 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for employees shall be three months worked or the equivalent number of hours worked as based on the normal hours of work of a regular full-time employee (450 hours).

(c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months worked, based on the normal hours of work of a regular full-time employee (450 hours). In order to facilitate this process, the Employer will provide reasons to the area office staff representative for the extension.

(d) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this agreement commencing at Step 3.

#### **11.10 Employee Investigations**

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



- (b) The Employer will make every effort to complete its investigation within 14 days.
- (c) The Employer will notify the President of the Union or their designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

## ARTICLE 12 - SENIORITY

### 12.1 Seniority Defined

(a) "Seniority" shall be defined as the length of the employee's continuous employment with the Employer, including service prior to the signing of this agreement. Regular full-time employees shall be credited with seniority equivalent to their length of continuous employment. Regular part-time employees shall be credited with seniority based on all hours worked with the Employer. Continuous employment for regular full-time employees and all hours worked for regular part-time employees shall include:

- (1) Straight-time hours worked;
  - (2) Paid holiday hours;
  - (3) Paid vacation hours;
  - (4) Leave during which an employee is in receipt of wage loss benefits from WorkSafeBC pursuant to the *Workers Compensation Act* in respect of a claim with the Employer;
  - (5) Paid illness or injury leave as per Clause 19.1;
  - (6) Maternity, parental and adoption leave;
  - (7) Union leave;
  - (8) Paid bereavement leave and jury duty leave;
  - (9) Leave authorized for employer assigned education;
  - (10) Employer paid leave;
  - (11) Leave during which an employee is in receipt of wage loss benefits from ICBC in respect of a claim with the Corporation.
- (b) Seniority shall be maintained but shall not accumulate during all other absences.
- (c) Where required, for the calculation of seniority hours, hours will be averaged over the previous 13 weeks of work.

### 12.2 Seniority List

- (a) The Employer will prepare once every six months an up-to-date seniority list containing the following information pertaining to its regular employees:
- (1) employee's name;
  - (2) employee's seniority;
  - (3) employee's current classification.
- (b) The seniority list will be published on June 30<sup>th</sup> for all time worked up to and including May 31<sup>st</sup> and on December 31<sup>st</sup> for all time worked up to and including November 30<sup>th</sup> each year.

- (c) The regular seniority list shall be posted by the Employer for 30 days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- (d) The Employer will provide the Union and the bargaining unit Chairperson with a copy of the seniority list upon request.

### **12.3 Loss of Seniority**

An employee shall not accrue seniority when on leave of absence without pay for leave periods over 30 days' duration. An employee shall continue to accrue seniority if they are absent from work with pay, for leaves under Clause 3.9, or being compensated by the WorkSafeBC or Insurance Corporation of British Columbia for an injury or illness incurred during employment with the Employer. An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.5, they voluntarily terminate their employment or abandons their position, as per Clause 11.8;
- (c) they are on layoff more than one year;
- (d) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fails to return to work within 14 days; or
- (e) they are permanently promoted to an excluded position and has passed probation. Seniority will be maintained for a maximum of six months.

### **12.4 Re-Employment**

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

### **12.5 Bridging of Service**

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

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

### **12.6 Same Seniority Date**

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

**ARTICLE 13 - LAYOFF AND RECALL****13.1 Definition of a Layoff**

There shall be no reduction in the workforce, or in the total number of hours worked, without a corresponding reduction in the work required. If a reduction of staff is necessary, the Employer shall inform the Union.

**13.2 Pre-Layoff Canvas**

- (a) Prior to the layoff of regular employees under Clause 13.3 the Employer may canvass employees in order to invite:
  - (1) placement into a vacant, regular position in the employee's classification; or
  - (2) placement into a vacant regular position in another classification for which they are qualified and would not be a promotion; or
  - (3) placement on the casual call-in and recall lists with no loss of seniority.
- (b) Where layoff affects a substantial number of employees, the Employer shall canvass the employees pursuant to this article.
- (c) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.
- (d) Responses from employees to the Pre-Layoff Canvas will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.

**13.3 Layoff**

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

- (a) the individual with the least seniority will be designated for layoff from the classification within that worksite/program;
- (b) the date the layoff will commence will be identified;
- (c) The employee designated for layoff shall be placed into a vacant regular position in their own classification with the equivalent number of hours. If this is not possible, the employee may choose:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) placement into an equivalent vacant regular position providing they are qualified to satisfactorily perform the duties; or
  - (3) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, providing they are qualified to satisfactorily perform the duties; or
  - (4) to displace the least senior employee in another classification with the equivalent hours, provided the employee has previously worked within the program and they are qualified to satisfactorily perform the duties; or

- (5) to displace the least senior employee amongst the group of employees in the same classification whose hours are up to five hours less per week than the displaced employee; providing they are qualified to satisfactorily perform the duties; or
- (6) to displace the least senior employee in another classification, whose hours are up to five hours less per week than the displaced employee, provided the employee has previously worked within the program and they are qualified to satisfactorily perform the duties; or
- (d) The above process will apply to employees displaced pursuant to Clause 13.3(c) above.
- (e) Bumping rights must be exercised within five days of notification of layoff by providing written notice to the Executive Director.
- (f) Displacements shall not result in a promotion.

#### **13.4 Recall**

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

#### **13.5 Advance Notice**

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

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

#### **13.6 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

#### **13.7 Worksite Closure**

Where the Employer closes a worksite or discontinues a Program, the Employer will consult with the Union. Following consultations, where the Employer offers positions to all or part of the staff affected, the following shall apply:

- (a) Those employees who are offered positions shall not have access to Article 13 of this collective agreement.
- (b) Employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of one month.
- (c) If the downward classification lasts longer than one month, no employee shall suffer more than 10% reduction in their basic pay;

- (d) An employee who is classified downward as per (c) above shall be placed in the first vacancy available in their former classification, prior to the application of the Recall provisions.
- (e) In case of closure of the Vancouver Aboriginal Friendship Centre Society each regular employee shall receive two months' notice or two months' salary in lieu of notice provided funds are available.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Definitions

For the purposes of this article, "*day*" means a 24 hours period commencing at 00:01 hours, and "*week*" means a period of seven consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

### 14.2 Hours of Work

- (a) The hours of work of a regular full-time employee shall be between 35 and 40 hours per week. Employees working less than the hours per week of a regular full-time employee on a regular schedule shall be considered regular part-time. Hours of work will be offered on the basis of seniority by classification.
- (b)
  - (1) If an employee reports for work at the call of the Employer and is informed upon arrival at work that they are not required to work, the employee shall be entitled to be paid for a minimum of four hours pay at their regular rate.
  - (2) An employee reporting for work at the call of the Employer shall be paid a minimum of four hours' pay at their regular rate if they commence work.
- (c) No employee shall be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the parties to this agreement.
- (d) Notwithstanding (c), employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum hours listed in Clause 14.2(a).
- (e) Additional hours up to the allowable straight-time maximum shall be offered to regular part-time employees in order of seniority:

Regular employees shall be offered additional hours within their classification and worksite before qualified regular employees at other programs/worksites in that classification. Remaining additional hours shall be offered to qualified regular employees in other classifications.

A regular employee shall receive their current rate of pay for all additional hours worked within their classification. Additional hours shall be used to calculate all benefits of this collective agreement except as provided in Article 27. Hours worked in a different classification shall be at the rate of pay for that classification, except seniority, where Article 12 shall apply.

### 14.3 Rest Periods

- (a) All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (b) Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift.

(c) Due to the special needs of the clients, employees are required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed. Rest periods shall be taken without loss of pay to the employees.

#### **14.4 Meal Periods**

(a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than 30 minutes and not more than 60 minutes. The meal period shall be determined by the Employer.

(b) An employee shall be entitled to take their meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time. Where employees are required to remain at the worksite/program during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.

#### **14.5 Flextime**

(a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.

(b) The regular full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

(c) The averaging period for those employees on flextime shall be the agreed upon hours per two week period.

(d) The workday for those employees on flextime shall not exceed 10 hours.

#### **14.6 Staff Meetings**

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

#### **14.7 Emergency Closure**

Any day other than a Saturday, Sunday or designated holiday on which the Friendship Centre is officially closed shall be designated a closure, and no employee shall suffer any loss of pay.

### **ARTICLE 15 - SHIFTS**

#### **15.1 Exchange of Shifts**

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

#### **15.2 Shortfall of Shifts**

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

### 15.3 Split Shifts

It is understood that there shall be no regularly scheduled "*split shifts*", without the parties mutual agreement.

Employees shall have the right to refuse split shifts except in emergency situations.

### 15.4 Shift Premiums

- (a) Employees shall be paid a shift differential of 50¢ per hour for all hours worked on the evening shift. The evening shift is defined as commencing at 1600 hours to 2400 hours (midnight).
- (b) Employees shall be paid a shift differential of 60¢ per hour for all hours worked on the graveyard shift. The graveyard shift is defined as commencing at 2400 hours (midnight) to 0800 hours.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

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

### 16.2 Overtime Entitlement

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

### 16.3 Recording of Overtime

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

### 16.4 Sharing of Overtime

Overtime work shall be allocated equitably within a program/worksites. Priority will be given to the most senior qualified available employee on shift provided there is no additional cost to the Employer within the classification required for the work requested by the Employer pursuant to Article 16.13.

### 16.5 Overtime Compensation

Overtime worked shall be compensated in excess of the normal daily full shift hours as outlined in Clause 14.2

- (a) Time and one-half for the first two hours of overtime; and
- (b) Double-time for hours worked in excess of the two hours referred to in (a) above;
- (c) Double-time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.



**16.6 Time Off to Compensate for Overtime**

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

**16.7 Right to Refuse Overtime**

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

**16.8 On Call**

- (a) Employees required to be on call shall be paid \$10 per hour, or portion thereof.
- (b) The minimum on call requirement shall be four consecutive hours.
- (c) Should the Employer require an employee to have a pager, beeper or a cellular phone available during their on call period, then all related expenses for such device shall be the responsibility of the Employer.

**16.9 Callback Provisions**

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

**16.10 Rest Interval**

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

**16.11 Overtime for Regular Part-Time Employees**

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

**16.12 Dependent Care Expenses for Overtime**

When an Employer directs an employee to work overtime, and the employee has dependent care expenses, the Employer shall pay such expenses if funding allows.

**16.13 Authorization and Application of Overtime**

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

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



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

#### **16.14 Compensatory Time Off**

- (a) All overtime shall be paid out but an employee may request to receive compensatory time in lieu of overtime but the request must be in writing.
- (b) Time off shall be scheduled at a mutually agreeable time in the calendar year of being earned. If not scheduled at a mutually agreeable time before the end of the calendar year, it will be paid out.
- (c) An employee may change their request to receive compensatory time in lieu of overtime at any time, and such requests must be in writing.

### **ARTICLE 17 - HOLIDAYS**

#### **17.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

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

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

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

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

When a paid holiday falls on 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.

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

An employee who is required to work a designated holiday shall be compensated double-time for the hours worked.

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

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

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

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

**17.7 Paid Holiday Pay**

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

**17.8 Religious Holidays**

An employee shall have the option of working Boxing Day and Easter Monday if their worksite is open in exchange for two paid days off to observe religious holidays other than those referenced in Clause 17.1. Employees exercising this option shall not be entitled to compensation pursuant to Clause 17.4 on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

**17.9 Other Religious Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) Employees shall provide the Employer with the dates of the two days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

**17.10 Paid Holidays for Regular Part-Time Employees**

Regular part-time employees shall be compensated for paid holidays in accordance with the *Employment Standards Act*.

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

- (a) Employees who terminate with less than one year of service shall receive payout of earned vacation pay at four percent of total wages.
- (b) Employees with one or more years of continuous service shall have earned the following vacation with pay:

1 years continuous service .....	15 workdays
2 years continuous service .....	15 workdays
3 years continuous service .....	16 workdays
4 years continuous service .....	17 workdays
6 years continuous service .....	20 workdays
7 years continuous service .....	20 workdays

8 years continuous service .....	22 workdays
9 years continuous service .....	23 workdays
10 years continuous service .....	24 workdays
11 years continuous service .....	25 workdays
12 years continuous service .....	26 workdays
13 years continuous service .....	27 workdays
14 years continuous service .....	27 workdays
15 years continuous service .....	27 workdays
16 years continuous service .....	28 workdays
17 years continuous service .....	28 workdays
18 years continuous service .....	28 workdays
19 years continuous service .....	28 workdays
20 years to 24 years continuous service .....	29 workdays
25 <sup>th</sup> year and thereafter .....	30 workdays

**18.2 Vacation Preference**

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of service seniority within each program/worksite.
- (b) An employee shall be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

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

**18.3 Vacation Pay**

Upon 10 days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period.

**18.4 Vacation Carryover**

- (a) A regular employee may carry over up to five days' vacation leave per year except that such vacation carryover shall not exceed 10 days at any time. An employee shall not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee. Carryover of vacation entitlements must have the approval of the Employer.
- (b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) In addition, the Employer will provide one additional week per year of unpaid vacation leave upon the request of the employee.

**18.5 Vacation Schedules**

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

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

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

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

(d) Vacation requests that are submitted outside of the dates outlined in (a) above shall be considered on a first-come, first-served basis. Seniority may only be used as a tie-breaker, if multiple requests are submitted at the same time and for the same time period.

#### **18.6 Vacation Schedule Changes**

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

#### **18.7 Vacation Pay Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Clause 8.1.

#### **18.8 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's estate.

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

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

#### **18.10 Callback on Vacation**

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

(b) When, during any vacation period, an employee is recalled to duty, 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 their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

#### **18.11 Banked Vacation**

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

**18.12 Conversion of Hours**

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

**18.13 Prime Time Vacation Period**

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

**ARTICLE 19 - SICK LEAVE****19.1 Sick Leave Credits**

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

(b) *Sick Leave Credits* - Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one and one-half days per month in to a sick leave bank which shall be capped to a total of 30 days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave credits.

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

**19.2 Employee to Inform Employer**

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

**19.3 Conversion of Hours**

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

**19.4 Ineligible for Sick Leave**

An employee is not eligible for sick leave with pay for any period which starts after the date they are on leave of absence without pay, under suspension, layoff, on strike or lockout. A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.

**19.5 Sick Leave Records**

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

**19.6 No Discrimination**

No employee shall be discriminated against, or lose seniority or be severed because of illness or illness of their child. An employee may use their sick days to care for their child should the child become ill.

**19.7 Medical and Dental Appointment**

Every effort shall be made to schedule medical/dental appointments during off duty hours. Where this cannot be arranged, time off for such appointments shall be deducted from sick leave or overtime banks.

**19.8 Recognized WCB Claim**

- (a) Where a regular employee is on a claim recognized by the Workers' Compensation Board (WCB), they shall be entitled to leave without pay to cover the period of the approved WCB claim. During this period, the employee will be paid directly by WCB for the illness or injury.
- (b) Should the employee request that they be placed on sick leave while awaiting approval of their WCB claim, they shall be advised of the available hours in their sick bank, and shall be entitled to draw from their existing bank. The employee will be required to complete an assignment of wages form to allow the Employer to recover any payments made under the sick leave plan. The employee's sick bank shall be credited with leave that has been repaid to the Employer.
- (c) Should WCB not accept the claim submitted by the employee, the normal approval process for sick leave under Clause 19.4 (ineligible for Sick Leave) will apply.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE**

**20.1 Bereavement Leave**

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

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

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

Employees shall be granted one day leave of absence without pay to attend a funeral of a close friend.

**20.2 Special Leave**

- (a) Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at their regular rate of pay for the following:
  - (1) Marriage (of employee or in immediate family)..... 2 days
  - (2) Attending a Formal Hearing and/or Ceremony to Become a Canadian citizen..... 2 days
  - (3) Moving their Permanent Address ..... 1 day

- (4) Attend/Celebrate Cultural Spiritual/Ceremonial events ..... 4 days
- (5) Adoption of a Child..... 2 days

(b) Employees who use special leave under (a)(5) above are also entitled to adoption leave in accordance with Article 21 - Maternity, Parental and Adoption Leave.

(c) If in trying to accommodate leaves under this article, the Employer determines it to be appropriate to close an entire program on the affected date(s), all employees in that program will be granted a day away from work and will be paid from their special leave bank so as to not lose any regular earnings.

(d) Leave taken under this clause shall not exceed a total of 40 hours per calendar year, unless additional special leave is approved by the Employer.

**20.3 Full-Time Union or Public Duties**

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

- (a) for employees to seek election in a municipal, provincial, federal, or first nations election for a maximum period of 90 days;
- (b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year;
- (c) for employees elected to a public office for a maximum period of five years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three years and shall be renewed upon request of the Union.

**20.4 Leave for Court Appearances**

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

**20.5 Elections**

Any employee eligible to vote in a federal, provincial or municipal election, first nations elections or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.



## 20.6 General Leave

- (a) Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee after one year of service requesting such leave. All requests, approvals and denials for leave shall be in writing. Approval shall not be withheld unjustly.
- (b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.

## 20.7 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable Health and Welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer.

## 20.8 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 twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within twenty-six (26) weeks. The employee will be required to provide documentation to support their request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 27 - Health and Welfare Benefits.

# ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

## 21.1 Maternity Leave

- (a) An employee is entitled to pregnancy leave of absence from work, without pay, for a period of 17 consecutive weeks or a shorter period requested by the employee commencing not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks' notice 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 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 a shorter period under Subsection (c) must be given in writing to the Employer at least one week before the date the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before 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), the Employer upon request shall grant to the employee a further leave of absence extension not to exceed a total of six consecutive weeks. To qualify, the employee must supply a certificate from a medical practitioner verifying the necessity for the leave.

## **21.2 Parental Leave**

(a) Upon written request an employee shall be entitled to parental leave.

(b) An employee shall be entitled to the following parental leave, or such shorter period the employee requests in advance:

(1) For a birth mother who takes pregnancy leave in relation to the birth of the child, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave, unless the Employer and the employee otherwise agree.

(2) For a birth father, or the common-law partner of the birth mother, including same sex partner, up to 62 consecutive weeks of unpaid leave beginning within the 78 week period following the birth of the child.

(3) For an adopting parent, up to 62 consecutive weeks beginning within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(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 the certificate has not been provided under Clause 20.1(b). 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) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

## **21.3 Combined Maternity and Parental Leave**

An employee's combined entitlement to leave under Clause 21.1 and Clause 21.2 is limited to 78 weeks plus any additional entitlements provided under Clause 21.1(f) and/or Clause 21.2(d).

## **21.4 Employment Deemed Continuous**

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 18 - Vacation Entitlement and Article 27 - Health and Welfare Benefits. The Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent, provided that where the employee pays a portion, they shall pay their portion in advance.

## **21.5 Reinstatement**

(a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave. The employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been

entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise their rights in accordance with Article 13.

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 (a) above.

#### **21.6 Sick Leave Credits**

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

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

#### **21.7 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed one year. An employee shall neither lose nor accrue seniority while on extended child care leave.

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

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

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

#### **21.8 Parental Leave Apportionment**

Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.

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

#### **22.1 Conditions**

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

#### **22.2 Working Environment**

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation or in-service which is necessary for safe techniques for lifting and supporting clients/residents, the safe performance of work, the safe use of

equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

In accordance with Section 5 of the Occupational Health and Safety Regulation, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system by January 31, 2020. The Employer commits to the use of environmentally friendly products.

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

### 22.3 Joint Health and Safety Committee

(a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer. Unless mutually agreed otherwise, the Committee will meet at least once per month or at the call of either party to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

(b) The Joint Health and Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.

(c) Committee membership shall be as follows:

(1) The Committee shall be comprised of a minimum of two worker representatives appointed by the Union and two employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.

(2) A worker co-chair will be elected by the worker representatives of the Committee and the employer co-chair will be elected by the employer representatives of the Committee.

(3) Worker representatives of the Committee shall not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Worker's Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted two hours to meet together to prepare for each committee meeting. Where the meeting is held outside the committee member's regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives will be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in Section 130 of the *Workers Compensation Act*.

(4) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee.

### 22.4 Unsafe Work

No employee shall be disciplined for exercising their right to refuse to do unsafe work pursuant to Section 3.12 and 3.13 of the WorkSafeBC Occupational Health and Safety Regulations.

## **22.5 Workplace Aggression**

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

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

Immediate debriefing and post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including but not limited to physical or psychological violence, death of a colleague or client death or a series of such incidents will be made available to employees. Where an employee requires time off to attend debriefing and post traumatic counselling it will be without loss of pay.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 10 days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Health & Safety Committee, after review of the circumstances, may request a review by WorkSafeBC.

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

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

## **22.6 Injury Pay Provision**

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

## **22.7 Transportation of Accident Victims**

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

## **22.8 Employee Check-in**

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Joint Health & Safety Committee.

#### **22.9 Communicable Diseases**

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

Where the Employer is aware of a client or resident with a communicable disease, the Employer shall inform the primary caregivers about the inherent risk of the communicable disease.

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

#### **22.10 Protective Clothing and Supplies**

The Employer shall supply protective clothing supplies as required by the WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

#### **22.11 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with VDTs shall meet the standards recommended by the WorkSafeBC.

#### **22.12 Domestic Violence**

The Employer agrees that they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

#### **22.13 Mental Health**

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines, and regulations pertaining to the promotion of mental health.

#### **22.14 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) The Joint Health and Safety Committee shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
  - (1) the work methods and practices;
  - (2) the layout and condition of the workplace and workstations;
  - (3) the characteristics of objects or equipment handled;
  - (4) the environmental conditions;
  - (5) the physical and psychological demands of work;

(6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the Joint Health And Safety Committee or worker health and safety representatives.

## 22.15 Investigation of Incidents

(a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative will be released from their regular duties to participate in the investigation. Where the investigation is scheduled outside the worker representative's regular hours, they will receive straight-time pay and any other reasonable costs.

A preliminary investigation will be completed within 48 hours and a preliminary and corrective action report will be posted and provided to the Joint Health and Safety Committee. The full investigation will be completed within 30 days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to WorkSafeBC, the Joint Health and Safety Committee, each employer representative, and each worker representative.

(b) In the event of a fatality the Employer will immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employees classification in effect at the time of the investigation.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1 Definition

"*Technological change*" means:

(a) A change in the manner, method or procedure in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees; within a department by 20%.

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

### 23.2 Advance Notice

Pursuant to Clause 23.1(a) 60 days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

### 23.3 Discussions

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



#### 23.4 Employment Protection

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

#### 23.5 Training

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

#### 23.6 New Employees

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

### ARTICLE 24 - PROMOTION AND STAFF CHANGES

#### 24.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union through the area office staff representative within 30 days. New positions or vacancies will be posted in writing in the Employer's offices, and on all bulletin boards, and a copy sent to the area office staff representative within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer shall not advertise outside the agency for any position until the end of seven calendar day's internal posting.
- (c) Notwithstanding Clause 15.3, Split Shifts, prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27, the additional hours will be offered, by seniority, to regular employees who work within the program/worksites in which the hours are available. Where the hours do not conflict with an employee's regular schedule, the hours shall form part of their ongoing regularly scheduled hours.

#### 24.2 Information in Postings

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use their automobile in the performance of their duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state "*this position requires union membership*".

#### 24.3 Appointment Policy

In making promotions and transfers, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.



#### **24.4 Transfers**

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Clause 11.10 applies, the Employer shall provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

#### **24.5 Trial Period**

When a vacancy is filled by an existing employee the employee shall be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three months. If the employee is unable to perform the duties of the new job or if the employee wishes to return to their former position, they shall be returned to their former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority. The trial period for regular part-time employees will be equal to three months of regular full-time; but in any event will not exceed six calendar months.

#### **24.6 Local Union Observer**

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

#### **24.7 Notification**

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

#### **24.8 Right to Grieve**

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

#### **24.9 Vacation Letters**

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

#### **24.10 Temporary Vacancies**

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months shall be posted as per Clause 24.1.

(b) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.

#### **24.11 Interviews**

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

#### **24.12 Deemed Qualified**

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

### **ARTICLE 25 - CAREER DEVELOPMENT**

#### **25.1 Purpose**

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

#### **25.2 Staff Development Leave**

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

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

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

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

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

**ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES****26.1 Equal Pay**

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

**26.2 Paydays**

- (a) Employees shall be paid every second Friday, or in the event of the scheduled payday being a statutory holiday, the preceding day.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each period.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (d) The Employer has the right to introduce a direct deposit payment system.

**26.3 Rates of Pay**

Employees shall be paid in accordance with the rates of pay negotiated by the parties of this agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this agreement.

**26.4 Substitution Pay**

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they shall receive the rate for the job in the case of a single rate classification. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent above their current rate, whichever is greater, but not more than the top of the new salary range.

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

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

**26.6 Pay on Temporary Assignment**

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

**26.7 Reclassification of Position**

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

**26.8 Mileage Allowance**

- (a) An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of 50¢ per kilometre. Minimum daily allowance where a claim is to be submitted shall be \$2.

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

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

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

(e) Thirty percent of any additional automobile insurance coverage necessary for employees to carry out Centre business in personal vehicles, shall be paid by the Employer.

**26.9 Meal Allowance**

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

Breakfast	\$ 8.50
Lunch	\$10.50
Dinner	\$19.25

**26.10 Travel Advance**

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

**26.11 Salary Rate Upon Employment**

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

**26.12 Reimbursement When Called Back to Work**

Employees called back to work additional hours will receive reimbursement of the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives their automobile to work, the mileage allowance in accordance with Clause 26.8(a) from the employee's home to the Employer's place of business and return. The minimum allowance will be two dollars.

**ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

The Employer agrees to pay the cost of 100% of Medical Service Plan (MSP) premiums for Non-Status Regular Employees. Coverage shall be at the employee's option.

**27.1 Eligibility**

Coverage for a Non-Status regular employee under MSP will commence on the first day of the month following the month in which the employee successfully completes their probationary period with a maximum of a three month waiting period.

Coverage under the provisions of this plan will apply to regular full-time employees and regular part-time employees that hold a position that is 15 hours or more per week.

The eligibility of an employee's dependants and spouse are as determined by the Medical Services Plan.

## **27.2 Termination**

Coverage under this plan will terminate at the end of the month in which the employee's employment terminates.

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.1 Damage to Personal Property**

The Employer may pay for loss or damage of personal property (or the amount of the insurance deductible where applicable) under the following conditions:

- (a) where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer;
- (b) such personal possessions are of a type suitable and/or authorized for use while on duty;
- (c) the employee was on duty at the time of the occurrence giving rise to the employees' loss or was off duty but the loss occurred as a direct result of the employees employment with the Employer;
- (d) the employee took reasonable safeguards to prevent the loss or damage.

The procedure for an employee to make a claim pursuant to this article is to file a written incident report with the Executive Director (or their designate) within seven days of the incident giving rise to the claim, identifying the nature of the claim, the total dollar amount of the claim, the individual (if known) giving rise to the claim, and the time, date and location of the incident giving rise to the claim. The Executive Director will make a determination as to whether the employees claim will be compensated, in whole or in part. The Employer agrees that in making this determination, the test of reasonableness will apply.

### **28.2 Personal Property**

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

### **28.3 Supply and Maintenance of Equipment**

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

### **28.4 Indemnity**

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

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

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

#### **28.5 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union shall have printed sufficient copies of the agreement for distribution to employees.

#### **28.6 Contracting Out**

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

#### **28.7 Personal Duties**

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

#### **28.8 Payroll Deductions**

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

#### **28.9 Client Confidentiality**

Any information about clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it.

#### **28.10 Administration of Medication**

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

#### **28.11 Job Descriptions**

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

#### **28.12 Staff Confidentiality**

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

#### **28.13 Required Certifications**

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

## 28.14 Staff Identification

The Employer shall provide a generic Vancouver Aboriginal Friendship Centre Staff ID Tag that will be kept in the shelter designated staff area for use by staff while on shift.

## ARTICLE 29 - HARASSMENT

### 29.1 Sexual Harassment

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

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

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

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

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

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

### 29.2 Personal and Psychological Harassment

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

(b) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.



(c) Personal and psychological harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

### 29.3 Harassment Complaint Procedures

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

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

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

(c) The Employer's designate shall investigate the complaint and shall submit their report to the Executive Director in writing within 15 days of receipt of the complaint. The Executive Director shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.

(d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

(e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.

(g) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this clause.

(h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser; or
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

(j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

(k) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

(l) Complaints under this article shall be treated in strict confidence by all parties involved.

#### **29.4 Anti-Bullying**

(a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a worker's performance
- (3) Otherwise adversely affects others.

(c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the Executive Director or designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.

(e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.

(f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

(g) Bullying does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

### **ARTICLE 30 - CASUAL EMPLOYEES**

#### **30.1 Employment Status**

Casual employees are employed for work which is not of a continuous nature, such as seasonal positions, positions created to carry out special projects or work which is not continuous; temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave, or other leave; temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs or augment staff during peak periods where regular employees, as per Clause 14.2(e) have not requested topped up hours. These periods shall not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

#### **30.2 Seniority**

(a) The Employer shall maintain a seniority list of casual employees which shall be supplied to the Union and posted on the bulletin boards.

(b) Casual employees shall accumulate seniority retroactive to their start date after having worked 30 days. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business.

(c) Upon return to work from receiving WCB or ICBC for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.

(d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.

(e) Casual employees shall accrue seniority for all legislative provisions recognizing such accrual. These include, except where legislation does not recognize the accrual, the seniority accrual provisions found in Clause 12.1.

### **30.3 Call-in Procedures**

Qualified casual employees shall be called in order of seniority.

### **30.4 Leaves of Absence**

(a) The Employer shall grant, on written request, leave of absence without pay and seniority:

(1) for casual employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;

(2) for casual employees elected to a public office for a maximum period of five years.

(b) A casual employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three consecutive clear hours during the hours in which polls are open in which to cast their ballot.

(c) In the case of bereavement, casual employees are entitled to leave as per Clause 20.1 without pay.

(d) Attendance at court arising from employment shall be with pay and travel expenses if required upon mutual agreement of the parties.

(e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

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

### **30.5 Paid Holidays and Vacation for Casual Employees**

(a) Casual employees shall receive earned vacation pay at four percent of total wages.

(b) Casual employees shall be compensated for paid holidays in accordance with the *Employment Standards Act*.

**30.6 Application of Agreement**

Except as otherwise noted in a specific article of the collective agreement, the provisions of Articles 12, 13, 14.5, 16.8, 16.9, 16.11, 17, 18, 19, 20, 23, and 27 do not apply to casual employees.

**ARTICLE 31 - TERM OF AGREEMENT****31.1 Duration**

This agreement shall be binding and remain in effect until midnight, November 30, 2022.

**31.2 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 July 31, 2022 but in any event not later than midnight, August 31, 2022.
- (b) Where no notice is given by either party prior to August 31, 2022 both parties shall be deemed to have been given notice under this article on August 31, 2022.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

**31.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 31.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

**31.4 Changes in Agreement**

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

**31.5 Effective Date of Agreement**

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

**31.6 Agreement to Continue in Force**

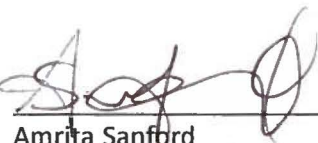
Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.

SIGNED ON BEHALF OF  
THE UNION:


  
Stephanie Smith  
President

  
Preston Stimson  
Bargaining Committee Member

  
Maria Segovia Quiroz  
Bargaining Committee Member

  
Amrita Sanford  
Staff Representative, Negotiations

SIGNED ON BEHALF OF  
THE EMPLOYER:

  
Susan Tatoosh  
Executive Director

  
Bud Harbidge  
Management Spokesperson

  
Sean Green  
Program Director

  
Brian Francis  
Shelter Manager

Dated this 6 day of July, 2020.

APPENDIX A  
Wages

Classification	Step	Hourly Current	Minimum Wage Increase June 1 2018	Hourly * 3% retro Dec 1 2018	Minimum Wage Increase June 1 2019	Market Adjustment Effective Oct 16 2019	Hourly 3% Effective Dec 1 2019	Minimum Wage Increase June 1 2020	Hourly 3% Effective Dec 1 2020	Minimum Wage Increase June 1 2021	Hourly 3% Effective Dec 1 2021
<b>FRIENDSHIP CENTRE PROGRAM WORKERS</b>											
Urban Aboriginal Worker	1	\$25.15		\$25.90			\$26.68		\$27.48		\$28.31
	2	\$26.02		\$26.80			\$27.60		\$28.43		\$29.29
	3	\$28.91		\$29.78			\$30.67		\$31.59		\$32.54
Elders Coordinator	1	\$20.42		\$21.03			\$21.66		\$22.31		\$22.98
	2	\$21.12		\$21.75			\$22.41		\$23.08		\$23.77
	3	\$23.47		\$24.17			\$24.90		\$25.65		\$26.42
Recreation Manager	1	\$20.11		\$20.71			\$21.33		\$21.97		\$22.63
	2	\$20.82		\$21.44			\$22.09		\$22.75		\$23.43
	3	\$23.13		\$23.82			\$24.54		\$25.27		\$26.03
Recreation Coordinator	1	\$16.10		\$16.58			\$17.08		\$17.59		\$18.12
	2	\$16.66		\$17.16			\$17.67		\$18.20		\$18.75
	3	\$18.50		\$19.06			\$19.63		\$20.22		\$20.82
Recreation Worker	1	\$12.07	\$12.65	\$13.03	\$13.85		\$14.27	\$14.60	\$15.04	\$15.20	\$15.66
	2	\$12.49	\$13.09	\$13.48	\$14.33		\$14.76	\$15.10	\$15.55	\$15.72	\$16.19
	3	\$13.88	\$14.54	\$14.98	\$15.92		\$16.40	\$16.78	\$17.28	\$17.47	\$17.99
Manager, MCFD Programs	1	\$28.58		\$29.44			\$30.32		\$31.23		\$32.17
	2	\$29.57		\$30.46			\$31.37		\$32.31		\$33.28
	3	\$32.86		\$33.85			\$34.86		\$35.91		\$36.98
<b>MAINTENANCE/GENERAL</b>											
Maintenance Supervisor	1	\$18.27		\$18.82			\$19.38		\$19.96		\$20.56
	2	\$18.90		\$19.47			\$20.05		\$20.65		\$21.27
	3	\$21.00		\$21.63			\$22.28		\$22.95		\$23.64
Custodial Worker	1	\$14.67		\$15.11			\$15.56		\$16.03		\$16.51
	2	\$15.17		\$15.63			\$16.09		\$16.58		\$17.07
	3	\$16.85		\$17.36			\$17.88		\$18.41		\$18.96
Janitorial Worker	1	\$12.48	\$12.65	\$13.03	\$13.85		\$14.27	\$14.60	\$15.04	\$15.20	\$15.66
	2	\$12.91	\$13.09	\$13.48	\$14.33		\$14.76	\$15.10	\$15.55	\$15.72	\$16.19
	3	\$14.34	\$14.54	\$14.98	\$15.92		\$16.40	\$16.78	\$17.28	\$17.47	\$17.99
Reception	1	\$14.30		\$14.73		\$15.59	\$16.06		\$16.54		\$17.04
	2	\$14.78		\$15.22		\$16.13	\$16.61		\$17.11		\$17.63
	3	\$16.43		\$16.92		\$17.92	\$18.46		\$19.01		\$19.58

Classification	Step	Hourly Current	Minimum Wage Increase June 1 2018	Hourly * 3% retro Dec 1 2018	Minimum Wage Increase June 1 2019	Market Adjustment Effective Oct 16 2019	Hourly 3% Effective Dec 1 2019	Minimum Wage Increase June 1 2020	Hourly 3% Effective Dec 1 2020	Minimum Wage Increase June 1 2021	Hourly 3% Effective Dec 1 2021
Shelter Support Worker	1	\$15.09		\$15.54		\$16.41	\$16.90		\$17.41		\$17.93
	2	\$15.60		\$16.07		\$16.97	\$17.48		\$18.00		\$18.54
	3	\$17.34		\$17.86		\$18.86	\$19.43		\$20.01		\$20.61
Shelter Supervisor	1	\$17.11		\$17.62		\$18.49	\$19.04		\$19.62		\$20.20
	2	\$17.70		\$18.23		\$19.13	\$19.70		\$20.30		\$20.90
	3	\$19.66		\$20.25		\$21.25	\$21.89		\$22.54		\$23.22

\*retroactivity shall be paid to all employees who were employed on October 16, 2019

Step 1 - probationary rate (87% of Step 3) (first 450 hours worked)

Step 2 - post probationary rate (90% of Step 3) (451 to 1874 hours worked)\*\*

Step 3 - 1875 hours worked (including probation)\*\*

\*\*The parties agree that employees employed effective date of ratification will be grand-parented under the previous language of this clause if they have not reached the hours stated above.

**APPENDIX B  
List of Arbitrators**

Pursuant to Clause 10.2, the following individuals will hear arbitration cases:

- Ken Saunders
- Mark Brown
- Arne Peltz

**MEMORANDUM OF AGREEMENT 1  
Holiday Closure**

It is the Employer's practice to close down the Centre over Christmas/New Years. The parties agree that if programs are shutdown, staff will be entitled to full pay. Should there be staff required to work they are not entitled to take paid days off at a later date.

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

*Renew - October 16, 2019*



**MEMORANDUM OF AGREEMENT 2**  
**Critical Incident**

The parties commit to structure a health and safety (OH&S) committee that meets the training requirements of WorkSafeBC;

The parties agree to assist the OH&S Committee to structure emergency protocols for the worksite. Such protocols, once established, shall be made known to all employees and posted on the union bulletin board(s).

The parties agree to assist the OH&S Committee in developing a critical incident debrief protocol.

The OH&S Committee, as part of their emergency protocol, shall incorporate an emergency communications process.

*Renew - October 16, 2019*

**MEMORANDUM OF AGREEMENT 3**  
**Staff Development and In-Service Training**

Both parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Memorandum are intended to assist employees in maintaining and improving skills.

The Employer will canvass employees annually to identify training opportunities that would benefit them at their worksite. Examples of training opportunities that have been identified may include but are not limited to WHMIS training, food safe, first aid, dealing with mental health and addictions and other training of this nature.

An employee will be granted leave without loss of pay, at their basic rate of pay, to attend seminars, workshops or similar in-service or out-of-service programs in this regard.

**MEMORANDUM OF AGREEMENT 4**  
**Prescription Drugs**

The parties agree to meet during the life of this collective agreement to discuss the feasibility of implementing a prescription drug plan. Leave without loss of pay will be provided for two (2) worker representatives to participate in the process.

**LETTER OF UNDERSTANDING 1**

The following outlines the understanding of the parties with regard to how seniority will be converted for regular part-time and casual employees.

Upon appointment to a regular full-time position, regular part-time and casual employees will have their seniority date calculated by dividing all hours worked by 1875 to determine a seniority date as a regular full-time employee.

**LETTER OF UNDERSTANDING 2**

This is to confirm that the issue of parasitic infestation prevention is a matter of serious concern and should be addressed by the Joint Health and Safety Committee. Where an employee's personal residence is found to have infestation, an initial investigation to determine the nature of the contraction will be conducted through the process identified in Clause 22.15.

If agreed that the infestation is due to workplace contraction, the Employer will provide appropriate extermination services or if extermination services have already been performed, the Employer will reimburse the employee the cost of the extermination to a maximum of \$500, with provision of receipts.