

COLLECTIVE AGREEMENT

between the

NIŁ/TU,O CHILD AND FAMILY SERVICES SOCIETY



and the

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

Effective from October 1, 2018 to March 31, 2022

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ARTICLE 1 - PREAMBLE

Vision, Mission and Philosophy

Vision

Our vision for the NĪ TU,O Child and Family Services Society is to rebuild healthy families, communities and Nations that is based on who we are as NEW (people).

Mission

1. NĪ TU,O Child and Family Services Society is to provide programs and services that are built on a foundation of our SNEPENEK (teaching) of our SULKWAN (Elders).
2. Our trained staff will support children and families in a culturally safe manner with confidentiality and professionalism.
3. Our families will assume their roles and responsibilities within their extended family and community.
4. Our Board of Directors are our voice and commitment to each of the seven member communities that we serve.
5. Our programs and services are coming from the perspective of NUTSAMAUT SKWALAWAN (working together as one).

Philosophy

We believe in:

- Our culture and values of NEW (our people)
- In our traditional teachings that come from the land, air and water.
- Meeting the needs of our children and their families physically, emotionally, spiritually, culturally and psychologically.
- Providing prevention programs and services to our young children, youth and families while building trust each step of the way.
- Practicing confidentiality, respect and integrity while building capacity and education with our children, families, leadership and communities about their rights and responsibilities.
- Children staying with their families and extended families.
- In exerting our rights and responsibilities for our children and families with external agencies and government.

About the NĪ TU,O Logo

The NĪ TU,O logo on the front cover is very symbolic of Coast Salish tradition, family and a new beginning. The wolf symbolizes the human kind, which in mythology the wolf was supposed to have been human. The wolf symbolizes "*Family*" too, because they travel in packs and carry "*Family Value*". In the sky is a moon/sun which symbolizes night and day which is always "*A New Beginning*". It is a full moon and the sun rising, the sun setting or even possibly an eclipse. Inside is the face of a frog; which in mythology symbolizes birth and at the same time within this circle is the symbolism of a mother's womb and the baby within. All together the picture is symbolic of NĪ TU,O: a new beginning and also child and family.

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 No Discrimination

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

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

ARTICLE 2 - DEFINITIONS

2.1 Employees

(a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Article 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this collective agreement.

(b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this agreement on a prorated basis except as provided for in Article 27 (Health and Welfare Benefits).

(c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30 (Casual Employees).

2.2 Other Definitions

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

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

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

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (b) A steward, or their alternate, must obtain the permission of their immediate supervisor before leaving 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.
- (c) Where the shop steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.
- (d) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
 - (5) attending meetings called by the Employer.

3.7 Union Meetings

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

3.8 Bulletin Boards

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

3.9 Union Insignia

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

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

- (a) *Without Pay*
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

- (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
 - (5) to stewards to maintain all bulletin boards;
 - (6) to employees designated by the Union to sit as observers on interview panels;
 - (7) to the grievor to attend an arbitration board or any other Labour Relations body.
 - (8) Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing shall be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three hours who is scheduled to work the evening shift the day of the hearing shall be granted that shift off without pay at the employee's request.
- (b) *Without Loss of Pay*
- (1) to stewards, or their alternates, to perform their duties as per Article 3.6;
 - (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours.
- (c) *With Straight-Time Pay*

Members of the Joint Safety and Health Committee to attend meetings of the Joint Safety and Health Committee.

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

3.11 Right to Refuse to Cross Picket Lines

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

3.12 Labour Relations Code

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

3.13 Emergency Services

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

ARTICLE 4 - UNION SECURITY

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

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

Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted. All deductions shall be remitted to the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

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

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. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Representatives

The Employer agrees that access to its premises will be granted to representatives of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance or other union-related business. Representatives of the Union shall notify the designated Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Where available, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility to facilitate the orderly and confidential investigation of grievances.

8.3 Labour Management Committee

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

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

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

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any

other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

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

8.4 Technical Information

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

(b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including all Memoranda, Letters and Addenda attached to the collective agreement including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit; shall be resolved in accordance with the following procedures.

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, 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 Article 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 Article 9.3, the employee may present a grievance at this level by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and

(3) transmitting this grievance to the designated local supervisor through the union steward.

(b) The local supervisor shall:

(1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and

(2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply to Step 2

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

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

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

(c) The 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 reply has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or

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

9.7 Time Limit to Reply to Step 3

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

9.8 Time Limit to Submit to Arbitration

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

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

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

9.9 Failure to Act

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

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievance

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

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 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 Tribunal, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

9.13 Policy Grievance

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

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

9.14 Technical Objections to Grievances

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

9.15 Management Grievance

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

ARTICLE 10 - ARBITRATION

10.1 Notification

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

10.2 Appointment of the Arbitrator

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

10.3 Board Procedure

The Arbitrator may determine their own procedure in accordance with the *Labour Relations 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 deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

Each party shall pay 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 meet to review outstanding grievances filed at arbitration to determine those grievances 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/or
 - (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, listed in Appendix B, 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 Article 10.2.
- (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 that 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 of suspension or dismissal shall be forwarded to the President of the Union or the designated staff representative within five working days.

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

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

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

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

(c) Should an employee dispute any such entry in 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) Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction.

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

11.5 Personnel File

(a) An employee, or the President of the Union or 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 at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five working days' notice prior to giving access to such information.

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

11.6 Right to Have Union Representative Present

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

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

11.7 Abandonment of Position

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

11.8 Probation

(a) The Employer may reject a probationary employee based on suitability 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. The Employer will provide the reasons for the rejection to the employee in writing. A rejection during probation shall not be considered a dismissal for the purposes of Article 11.2 or this agreement.

(b) The probationary period for all full-time employees hired into a delegated social worker position shall be six months worked, or the equivalent number of hours worked as based on the normal hours of work of full-time employee, whichever occurs last, measured from the date of receipt of their delegation letter.

(c) The probationary period for all non-delegated employees shall be six months worked or the equivalent number of hours worked as based on the normal hours of work of full-time employee, whichever occurs last.

(d) The Employer, with the agreement of the Union, may extend the probationary periods for a further period not to exceed three months for all job classifications. Notwithstanding the foregoing, the probationary period shall not exceed nine calendar months from the date the probationary period starts.

(e) Regular part-time employees are required to work the equivalent in hours of regular full-time employees with respect to determining the probationary period.

(f) In the event of significant absence from work for any reason during this period, the probationary periods shall be extended by an equal number of working days.

(g) Where an employee feels they has 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 (grievance) of this agreement commencing at Step 3.

11.9 Employee Investigations

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

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

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

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

- (a) Regular full-time employees shall have a seniority date, which includes all seniority as a regular part-time employee and as a casual employee and shall include all absences for which seniority continues to accumulate.
- (b) Regular part-time employees shall accrue seniority based on all hours paid.
- (c) Casual employees shall accrue seniority on an hourly basis for all hours paid.
- (d) For the purpose of part-time and casual seniority, seniority shall be credited as all hours paid for and shall include all absences for which seniority continues to accumulate.
- (e) Upon achieving regular full-time employee status, a part-time or a casual employee shall have their hourly seniority converted to a seniority date. The resulting date shall be deemed to be the employee's seniority date.
- (f) Regular full-time employees who are returned to either part-time or casual status shall have their seniority converted to hours.

12.2 Seniority List

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

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

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

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

12.3 Loss of Seniority

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

- (a) they are discharged for just cause;
- (b) they voluntarily terminate their employment or abandons their position, as per Article 11.7 (Abandonment of Position);
- (c) they are on layoff for more than one year;
- (d) upon being notified by the Employer by priority courier or facsimile at their last known address that they are recalled from layoff, they fails to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees shall have up to 14 days to return to work or

- (e) they are permanently promoted to an excluded position.

12.4 Re-Employment

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

12.5 Same Seniority

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than four hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

13.2 Pre-Layoff Canvass

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees under Article 13.3, the Employer shall canvass employees in order to invite:
 - (1) placement on the casual call-in and recall lists with no loss of seniority;
 - (2) early retirement; or
 - (3) other voluntary options, as agreed to by the Union and the Employer.

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

- (b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

13.3 Layoff

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

13.4 Bumping

- (a) The Employer will identify the date that the layoff will begin.
- (b) A laid off employee can choose:
 - (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
 - (2) To bump any employee with less seniority if they are qualified to perform the work. An employee can bump up, but not into a supervisory position.

Subsequent employees affected by bumping may choose to bump the least senior employee whose hours are, firstly, up to four hours more or less than the employee's and secondly, within the next or a subsequent four hour time band provided they are qualified to satisfactorily perform the work.

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

13.5 Recall

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

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

- (c) New employees shall not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.
- (d) Should the employee not continue in the assignment beyond their trial period, and where the employee is still within their one year recall period, they will be returned to the recall list for the remainder of their one year recall period.

13.6 Advance Notice

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

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

13.7 Grievance on Layoffs and Recalls

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

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purpose 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 will be seven hours per day, 35 hours per week, exclusive of meal periods.
- (b)
 - (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that they are not required to work, the employee shall be paid for a minimum of two hours' pay at their regular rate.
 - (2) An employee reporting for work at the call of the Employer, shall be paid a minimum of three hours' pay at their regular rate if they commence work.
 - (3) The Employer shall not schedule shifts of less than four hours in duration.
- (c) No employee shall be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer.
- (d) Notwithstanding (c), employees may request, in writing, to be scheduled up to six days in a week so as to pick up additional hours up to the maximum hours listed in Article 14.2(a). Employees must have a 24 hour break after six consecutive days of work.
- (e) To ensure efficient and effective service delivery within a climate of fairness, current arrangements regarding the assignment of additional hours shall continue. If no agreed upon arrangements exists the following will apply:
 - (1) Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:
 - (i) full-time employees
 - (ii) part-time employees
 - (2) Regular employees shall be offered additional hours within their classification and worksite before qualified regular employees at other programs in that classification. Remaining additional hours shall be offered to qualified regular employees in other classifications.
 - (3) Additional hours shall be compensated as per Appendix A (Wage Grid). Additional hours shall be used to calculate all benefits of this collective agreement except as provided in Article 27 (Health and Welfare Benefits).
 - (4) Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.
- (f) *Extended Hours Shifts*

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

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

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

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

14.3 Rest Periods

- (a) Rest periods shall be taken without loss of pay to the employees.
- (b) All employees shall have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (c) Employees working a shift of 3½ hours, but not more than six hours, shall receive one rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

14.4 Meal Periods

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

14.5 Flextime

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
 - (1) choose their starting and finishing times; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.

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

(c) The averaging period for employees on flextime shall be two pay periods.

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

14.6 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 Standby Provisions

(a) Employees required to be on standby shall be paid one dollar per hour, or portion thereof.

(b) The minimum standby requirement shall be four consecutive hours.

(c) Should the Employer require an employee to have a pager, beeper, or a cellular phone available during their standby period, then all related expenses for such device shall be the responsibility of the Employer.

(d) When NİL TU,O Child and Family Services Society receives the "C6" delegation, a committee will be struck to review standby provisions to align with the requirements of having such delegation. The committee shall be comprised of two employer representatives and two employee representatives.

14.8 Conversion of Hours

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

ARTICLE 15 - SHIFTS

15.1 Exchange of Shifts

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

15.2 Shortfall of Shifts

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

15.3 Short Changeover Premium

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

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

15.4 Split Shifts

(a) Subject to (b) below, it is understood that there shall be no regularly scheduled "split shifts" except in School Age Child Care Programs or as negotiated between the Union and the Employer.

(b) All existing split shift arrangements shall be retained as per the previous collective agreement until the expiration of the service contract associated with the arrangement.

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

15.5 Work Schedules

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

(b) Changes to the posted work schedule may only be made for bona fide operational requirements.

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

(d) The penalty in (c) above does not apply if the change is initiated by the Employer with less than 48 hours' notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.

(e) If child care or other serious personal circumstances do not permit such a change, employees may choose to transfer to casual status. An employee who transfers from regular to casual status shall have their regular sick bank frozen and inaccessible until such time as the employee posts back to regular status or posts to a vacancy under Article 24.10.

ARTICLE 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 1½x the straight-time rate.

(d) "Double-time" means 2x the straight-time rate.

(e) "Double-time and one-half" means 2½x the straight-time rate.

16.2 Overtime Entitlement

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

16.3 Recording of Overtime

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

16.4 Sharing of Overtime

Overtime work shall be allocated equitably within a program.

16.5 Overtime Compensation

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

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

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

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

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

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

16.8 Callback Provisions

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

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

16.9 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.

16.10 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than 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 full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than 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 full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) or (b) above.

16.11 Authorization and Application of Overtime

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

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

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

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Boxing Day

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

Employees shall be entitled to National Indigenous Day and/or Louis Riel Day as paid holidays in lieu of Easter Monday and/or Boxing Day.

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

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

and taken within six months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 Vacation Schedules.

17.4 Working on a Designated Lieu Day

If a regular employee is called to work on a day designated as the lieu day, the employee shall be compensated at time and ½ for all hours worked and the lieu day shall be rescheduled in accordance with Article 17.3.

17.5 Holiday Falling on a Workday

An employee who is required to work on a designated holiday shall be compensated at 1.5 times their regular hourly rate of pay for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 17.11 (Paid Holidays for Part-Time Employees). The lieu day shall be scheduled by mutual agreement and taken within six months of the day in which it was earned or where the Employer and the full-time employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 Vacation Schedules.

17.6 Holiday Coinciding with a Day of Vacation

Where a full-time regular employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation. Where a regular part-time employee is on vacation leave and a day of paid holiday falls within that period, the regular part-time employee can elect to receive a day off without pay in lieu of the holiday.

17.7 Christmas Day or New Year's Day Off

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

17.8 Paid Holiday Pay

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

17.9 Religious and Ethno-Cultural Holidays

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

17.10 Other Observances

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

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

17.11 Paid Holidays for Part-Time Employees

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

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

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

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

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

- (1) One years' continuous service 15 workdays
- (2) Two years' continuous service 15 workdays
- (3) Three years' continuous service..... 16 workdays
- (4) Four years' continuous service..... 17 workdays
- (5) Five years' continuous service..... 18 workdays
- (6) Six years' continuous service..... 19 workdays
- (7) Seven years' continuous service 22 workdays
- (8) Eight years' continuous service 23 workdays
- (9) Nine years' continuous service..... 24 workdays
- (10) 10 years' continuous service 25 workdays
- (11) 11 years' continuous service 26 workdays
- (12) 12 years' continuous service 27 workdays
- (13) 13 years' continuous service 28 workdays
- (14) 14 years' continuous service 29 workdays
- (15) 15 years' continuous service 30 workdays
- (16) 16 years' continuous service 31 workdays
- (17) 17 years' continuous service 32 workdays
- (18) 18 years' continuous service 33 workdays
- (19) 19 years' continuous service 34 workdays
- (20) 20 years' continuous service 35 workdays

(c) Annual vacation entitlement shall be adjusted for any unpaid leaves of absence in excess of 20 days per year in accordance with Article 20.7 (Benefits While on Unpaid Leaves of Absence).

18.2 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority within each program.
- (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 employee's first choice of a vacation period. Seniority shall prevail in the second vacation period, but only after all other "*first choice*" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.3.

18.3 Vacation Carryover

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

18.4 Vacation Schedules

- (a) Employees shall submit their vacation requests to the supervisor on or before:
 - (1) November 1st for the period January 1st through April 30th; and
 - (2) March 1st for the period May 1st through December 31st.

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

- (b) An employee who does not exercise 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.

18.5 Vacation Schedule Changes

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

18.6 Vacation Pay Upon Dismissal

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

18.7 Vacation Credits Upon Death

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

18.8 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for compassionate leave, sick leave, or any other approved leave with pay during 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 qualified medical practitioner may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

18.9 Vacation Interruption

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, 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.

18.10 Banked Vacation

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

18.11 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 15th to October 15th inclusive, which shall be defined as the prime time vacation period.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

(a) Premium Reduction

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

(b) Sick Leave Credits

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

- (c) Each sick leave day shall be compensated at 80% the employee's regular rate of pay.
- (d) All sick leave credits are cancelled when an employee's employment is terminated.

19.2 Employee to Inform Employer

The employee shall make every effort to inform the Employer of their inability to report to work because of illness or injury at least one hour prior to the start of their shift, unless an extenuating circumstance prevents the employee from making contact prior to the start of their shift. The employee shall make every reasonable effort to inform the Employer of their return to work in advance of their return to work date.

19.3 Medical/Dental Appointments

- (a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted in accordance with Article 19.1(c).
- (b) Where an employee's qualified medical practitioner refers the employee to a Specialist, then any necessary travel time, to a maximum of one working day, for the employee to visit such Specialist, shall be granted in accordance with Article 19.1(c).

19.4 Workers' Compensation Benefit

- (a) Employees shall receive directly from the Workers' Compensation Board (WCB) any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue.
- (c) An employee will be entitled to use accrued sick leave credits while waiting for WCB benefits to be approved. An employee shall reimburse the Employer for any sick leave paid to them at such time as WCB benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

19.5 Proof of Illness

Sick leave with pay is only payable because of illness or injury. A doctor's note may be requested after the employee has been on sick leave for more than three consecutive days, or if it appears that a pattern of consistent absences is developing. The medical note must confirm the need for the absence (without releasing medical information) and provide an anticipated date of return. If required, the Employer will reimburse, upon production of the receipt, up to \$50 towards the cost of the medical note.

19.6 Independent Medical Evaluation

For absences greater than three months, the Employer reserves the right to require independent medical evaluations, after reviewing the facts of the case with the Union, by a medical practitioner of the Employer and the Union's choosing. The Employer will pay the full cost of the Independent Medical Evaluations.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Compassionate Leave

- (a) Compassionate leave of absence of three-days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster-parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, niece, nephew, uncle, aunt, cousin, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without loss of pay may be taken associated with travel.

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

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

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

(d) In the event of the death of the employee's friend, client they work with, co-worker or other relative of the employee shall be entitled to compassionate leave without pay for up to one day for the purpose of attending the funeral or other ceremonial occasion.

20.2 Special Leave

Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave without pay to a maximum of 10 days per year for the following:

- (a) Marriage of the employee five days;
- (b) Birth or adoption of the employee's child two days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member.....up to two days;
- (d) Attend wedding of employee's child..... one day;
- (e) Moving household furniture and effectsone day;
- (f) Attend their formal hearing to become a Canadian citizen..... one day;
- (g) Court appearance for hearing of employee's child.....one day;
- (h) An employee is entitled to up to five days of unpaid leave during each employment year to meet responsibilities related to:
 - (1) The care, health or education of a child in the employee's care, or
 - (2) The care or health of any other member of the employee's immediate family.
- (i) In the event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee shall be entitled to leave for up to one day for the purpose of attending the funeral or other ceremonial occasion;
- (j) To attend/celebrate Indigenous spiritual/ceremonial events - two days.

Employees may utilize their vacation and paid banks, excluding sick leave, for the purposes of (c) and (h) above.

20.3 Full-Time Union or Public Duties

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

- (a) For employees to seek election in a municipal, provincial, federal, first nation or other Indigenous election, for a maximum period of 90 days;

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

20.4 Leave for Court Appearances

- (a) The Employer shall grant leave without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the Courts.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of 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, municipal, first nations or other Indigenous election 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 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 Benefits While on Unpaid Leave of Absence

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

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

Payment of benefit premiums will be prorated for partial months.

20.8 Unpaid Leave

In keeping with community traditions, unpaid leave may be granted to employees to attend funerals in their community or the community which they serve. Leave is subject to prior approval and will be granted subject to operational requirements and service needs of the Employer.

20.9 Compassionate Care Leave

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

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

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

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

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

21.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than 17 weeks.
- (b) The period of maternity leave shall commence not earlier than 13 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to 62 weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of the birth mother, up to 61 commencing immediately following the end of the maternity leave under Article 21,
 - (2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing within the 62 consecutive weeks 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) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave without Pay

All leave taken under Article 21 is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 and 21.2 in respect of the birth or adoption of any one child shall not exceed 78 weeks, except as provided under Article 21.1(f) and/or 21.2(c).

21.5 Return from Leave

- (a) On return from leave, an employee shall be placed in their former position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 21.1 or 21.2.

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which their leave commenced if an application for re-employment is not made within one month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

21.8 Sick Leave Credits

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

21.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed six months.

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.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

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

22.2 Working Environment

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

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

22.3 Joint Safety and Health Committee

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.

- (c) Committee membership shall be as follows:
- (1) the Committee shall be comprised of a minimum of two members appointed by the Union and two members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
 - (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary shall be an employee member, and vice versa.
- (d) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this committee. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay.
- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course.
- (g) Each union committee member is entitled to an annual educational leave totalling eight hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

22.4 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the *Occupational Health and Safety Regulation* outlined in Information Appendix B.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the *Occupational Health and Safety Regulation* outlined in Information Appendix B.

22.5 Workplace Violence/Aggressive Conduct

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

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

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

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 15 days.

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

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

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.

22.7 Transportation of Accident Victims

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

22.8 Employee Check-in

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

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

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

22.9 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer shall inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they shall be entitled to leave without loss of pay for any scheduled shifts during the 24 hour period immediately following the detection to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment.
- (e) The Employer shall, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

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

22.10 Protective Clothing and Supplies

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

"*Technological change*" means:

- (a) The introduction by the Employer into its work, undertaking, or business, of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
- (b) A change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material that significantly decreases the number of regular employees;
- (c) Equipment or materials that have been provided or required by a contract in Vocational Services that has been secured by the Employer will not be considered as the introduction of technological change for the purposes of this article.

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

23.2 Advance Notice

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

23.3 Discussions

Within 14 days of the date of the notice, according to Article 23.2, 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 because of technological change will be considered to be laid off according to Article 13.

23.5 Training

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

23.6 New Employees

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

ARTICLE 24 - PROMOTION AND STAFF CHANGES

24.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.
- (b) Qualified internal candidates shall be considered and interviewed prior to external candidates.
- (c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the program/worksites in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours shall form part of 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

- (a) For lateral transfers or demotions, seniority, ability, performance and requisite qualifications will be the determining factors. These four factors will be given equal weight. Where the above factors are relatively equal, seniority will be the determining factor.
- (b) For promotions, the seniority, ability, performance and requisite qualifications will be the determining factors. These four factors will be given equal weight. Where the above factors are relatively equal, seniority will be the determining factor.
- (c) For (a) and (b) above, the following definitions will apply:
 - (1) *Lateral*: where the duties of the jobs are substantially the same and within the same job family and grid level.
 - (2) *Promotion*: outside your job family and/or to a higher grid level
 - (3) *Performance*: a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. For employees it does not include disciplinary measures older than 18 months (Article 11.4[d] - Right to Grieve Other Disciplinary Action).

24.4 Transfers

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.9 (Employee Investigations) applies, the Employer shall provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

24.5 Trial Period

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 or salary rate 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 part-time employees will be equal to three months of 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 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 (Grievances) of this agreement within seven days of being notified of the results.

24.9 Vacation Letters

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

24.10 Temporary Vacancies

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

(b) Casual employees may elect to maintain their 10.2% in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.

(c) Temporary vacancies shall not exceed 12 months without the agreement of the Union or as specifically permitted in this agreement. Where an employee is off on long-term disability benefits, a temporary posting may continue to a date of 18 months from that employee's last day worked. It is understood temporary posting of this type may exceed the 12 months without the agreement of the Union.

(d) Accepting a temporary vacancy does not change the status of an employee.

24.11 Interviews

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

24.12 Deemed Qualified

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

24.13 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews shall take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two 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 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.

24.14 Expedited Process

(a) Where the Employer has made a selection pursuant to Article 24.3 (a) and the employee disagrees with the Employer's decision, the employee may grieve the decision under the process set out below within seven days of being notified of the results.

(b) The dispute resolution process:

(1) The dates and locations for the hearing will be determined by the parties. The hearing will take place within 45 days of filing the grievance.

- (2) The parties agree that the expedited process will be heard by one of three expedited arbitrators: Brian Foley, Wayne Moore or Chris Sullivan, depending on availability and if availability is similar, upon agreement of the parties.
 - (3) If there is a dispute over disclosure of documentation the parties may contact the Arbitrator by telephone conference call and request an order for disclosure.
 - (4) The process is intended to be informal and expeditious and therefore, the parties agree not to use outside legal counsel for expedited hearings.
 - (5) All presentations are to be short and concise.
 - (6) Each case will begin with a comprehensive opening statement by each side.
 - (7) The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed so long as the evidence meets the other guidelines of this protocol.
 - (8) Prior to rendering a decision, the Arbitrator will assist the parties in mediating a resolution to the grievance.
- (c) Where mediation is not successful, the hearing will proceed as ordered by the Arbitrator and a decision will be rendered on the following basis:
- (1) The Arbitrator will render a decision within two working days of the hearing.
 - (2) No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision. This process is not intended to prevent the Arbitrator from allowing the parties to agree upon a remedy.
 - (3) The decision of the Arbitrator is without prejudice. These decisions will have no precedent and value.
 - (4) All settlements of expedited arbitration cases prior to or during the mediated part of this expedited process will be without prejudice.
 - (5) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing expenses.

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 full-time daily hours of work as outlined in Article 14.2 (Hours of Work).

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

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

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

(d) Should the employee noted above terminate 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) Paydays will remain the current practice unless otherwise negotiated between the parties.

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

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

26.3 Rates of Pay

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

26.4 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they shall receive the rate of the new salary range which is the closest step at least eight percent (8%) above their current rate, 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, they shall receive the rate of the new salary range which is the closest step at least 8% above their current rate, 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 Transportation 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 52¢ per kilometre.
- (b) Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of \$10.
- (c) 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.
- (d) 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.
- (e) 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.

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	\$10.56
Lunch	\$12.94
Dinner	\$22.44

Receipts are not required when claiming meal allowance.

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, cost of hotel, meal allowance (Article 26.9) or private dwelling accommodation (\$30.00 per day), transportation allowance (Article 26.8). Claims for travel allowance requires receipts for hotel, or address of dwelling accommodation, to be submitted after return to work from travel.

26.11 Salary Rate Upon Employment

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

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

27.1 Eligibility

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

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week.

27.2 Termination

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

- (a) Group Life coverage shall continue without premium payment for a period of 31 days following the date the employee's employment terminates (see Article 27.7[b]).
- (b) Accidental Death and Dismemberment coverage shall terminate on the date the employee's employment terminates.
- (c) Long-term disability coverage shall terminate on the date the employee's employment terminates.

27.3 Definition of Spouse and Other Dependants

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

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

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

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

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

27.4 BC Medical Services Plan

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

27.5 Dental Plan

- (a) The Employer shall pay 100% of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children, provided they are not enrolled in another comparable plan.
- (b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) shall be eligible for this provision every six months.

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

27.6 Extended Health Plan

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

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

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

27.7 Group Life and Accidental Death and Dismemberment

(a) The Employer shall pay 100% of the premiums for the group life and accidental death and dismemberment insurance plans.

(b) The plan shall provide basic life insurance in the amount of \$50,000 and standard 24 hour accidental death and dismemberment insurance until age 65. At the age of 65 the amount of coverage shall decrease to \$25,000 until the age of 70, at which time the group insurance coverage will cease. Employees may purchase additional insurance provided this option is available by the carrier. The Employer will deduct the appropriate amount from the employee's pay for this option.

(c) On termination of employment (excluding retirement) coverage for group life shall continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

(d) Employees will be entitled to advance payment of Group Life Benefits in accordance with Memorandum of Agreement #2 Re: Advance Payment of Group Life Benefits.

27.8 Long-Term Disability

The Employer shall provide a long-term disability plan.

The Employer will pay 100% of the LTD premium, to a maximum dollar dollar equivalent to 3.5% of the total NIŁ TU,O payroll. If annual LTD premiums increase to a dollar value that exceeds 3.5% of total payroll, employees will be responsible to pay for all LTD premiums over 2.5% of payroll. If the maximum premium dollar value equivalent to 3.5% of NIŁ TU,O's payroll is exceeded, the Joint Health Benefits Committee shall meet to determine if the employees would prefer to pay by way of payroll deductions for all LTD premiums over 3.5% or make adjustments in the employee benefits package to absorb the extra LTD premiums over 3.5%. This adjustment is only reviewable annually.

Note: See Memorandum of Agreement #1 (RE: Long-Term Disability Plan).

27.9 Payment of Premiums

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

ARTICLE 28 - GENERAL CONDITIONS

28.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, to a maximum of \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty. The Employer shall pay, once every two years from the date of the incident for the repair or the replacement cost of prescription eyewear under this article to a maximum of \$250. Replacement and repair costs for eyewear shall only be considered after the employee has made an unsuccessful claim under Workers' Compensation Board for replacement or repair of the prescription eyewear. Appropriate receipts will be required to receive reimbursement from the Employer. In the event the damage is to the employee's automobile, the insurance deductible shall be paid to a maximum of 300.

28.2 Personal Property

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

28.3 Supply and Maintenance of Equipment

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

28.4 Indemnity

- (a) *Civil Actions* – Except where there has been gross negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
 - (2) assume all costs, legal fees, and other expenses arising from any such action.
- (b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

28.5 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the parties shall have printed sufficient copies of the agreement for distribution to employees. The Union and the Employer will make the agreement available electronically to all employees.
- (b) The Employer and the Union shall share the cost of printing and distribution.
- (c) The agreements shall be printed in a union shop and bear a recognized union label.

28.6 Contracting Out

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

28.7 Personal Duties

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

28.8 Administration of Medication

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

28.9 Job Descriptions

The Employer agrees to supply each employee with a copy of their current job description. The Union will be provided copies of all job descriptions by December 31st of each year a job description is amended.

28.10 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.

28.11 Required Certificates

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

28.12 Volunteers

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

28.13 Indigenous Operational Practice Standards and Indicators

The parties subscribe to the principles of the Indigenous Operational Practice Standards and Indicators, as amended from time to time.

28.14 Secondment

(a) *Notice of Secondment*

The Employer agrees to post notice of secondment opportunities in order to provide an opportunity for interested employees to apply. Where possible, the written notice shall indicate the term of secondment and the location if it is other than the Employer's offices.

(b) *Provisions of Collective Agreement to Apply*

The provisions of the applicable current union/employer collective agreements will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this article and will be provided with copies of relevant agreements.

ARTICLE 29 - HARASSMENT

Preamble

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

29.1 Personal and Psychological Harassment

(a) Personal and psychological harassment means objectionable conduct that:

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

(b) Reasonable conduct by a manager or supervisor in directing workers and carrying out their management duties in good faith is not harassment.

29.2 Sexual Harassment

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

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

- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

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

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

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

29.3 Harassment Complaints

(a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.

(b) A harassment complaint is not a grievance. The complainant must follow this complaint process.

(c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(d) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

(e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, or union staff representative. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

(g) A complainant has the right to file a complaint under the *BC Human Rights Code*.

29.4 Complaints Procedure

(a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.

(b) A complaint must be submitted through the Union and/or directly to the Executive Director (or the equivalent or designate). When the Executive Director has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.

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

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

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

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

- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the Executive Director (or equivalent), the Union will notify the Board of Directors (or equivalent) within 15 days of receiving the complaint. The Board of Directors and the Union will appoint a mutually agreeable independent investigator. The independent investigator will investigate the complaint within 30 days of receiving it and submit their report to the Board of Directors. The Union will be apprised of the resolution.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

29.5 Appeal

- (a) Disputes resulting from actions taken under this article may be grieved within 30 days at Step 3 of the grievance procedure.
- (b) A grievance must be submitted through the Union to an arbitrator from the list of arbitrators in Appendix B.
- (c) The Arbitrator may first try to reach a resolution acceptable to the Employer and the Union.

29.6 Systemic Issues

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

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods where regular employees, as per Article 14.2(e) (Hours of Work) have not requested topped up hours. These periods shall not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

30.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees which shall be supplied every two (2) months to the Union and posted on all union bulletin boards.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked thirty (30) days. Seniority shall accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from Maternity or Parental Leave, receiving WCB or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee shall be

credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work. A casual shall continue to accrue seniority for leaves as per Article 3.10 (Time Off for Union Business).

(d) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Article 12.1 (Seniority Defined) and as continuous service for the purposes of Article 18.1 (Annual Vacation Entitlement).

30.3 Casual 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 federal, provincial, municipal, first nations or other Indigenous election for a maximum period of 90 days; and

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

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

(c) In the case of compassionate leave, casual employees are entitled to leave as per Article 20.1 (Compassionate Leave) without pay.

(d) Attendance at court arising from employment shall be with pay and travel expenses if required.

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

(f) An employee who resigns 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.

30.5 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.6 Application of Agreement to Casual Employees

The provisions of Articles 13 (Layoff and Recall), 14.5 (Flextime), 14.7 (Standby Provisions), 16.10 (Overtime for Part-Time Employees), 17 (Holidays), 18 (Annual Vacations), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), 27 (Health and Welfare Benefits) and MOA #3 (Group Registered Retirement Savings) do not apply to casual employees.

30.7 Statutory Holidays

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

30.8 Regular to Casual Status

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

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

ARTICLE 31 - PUBLIC SERVICE PENSION PLAN

The Employer will offer the public Service Pension Plan to all eligible employees.

Employees of record on April 1, 2019, who meet the eligibility requirements of the Public Service Pension Plan, have the option of joining or not joining the Public Service Pension Plan. Eligible employees who initially elect not to join the Public Service Pension Plan on April 1, 2019, have their right to join the Public Service Pension Plan at any later date but will not be able to contribute or purchase services for the period waived.

All regular employees hired after April 1, 2019 will be enrolled in the Public Service Pension Plan upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment.

ARTICLE 32 - TERM OF AGREEMENT**32.1 Duration**

This agreement shall be binding and remain in effect until midnight, March 31, 2022.

32.2 Notice to Bargain

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 31, 2021 but in any event not later than midnight, December 31, 2021.

Where no notice is given by either party prior to December 31, 2021, both parties shall be deemed to have been given notice under this article on December 31, 2021.

32.3 Commencement of Bargaining

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

32.4 Changes in Agreement

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

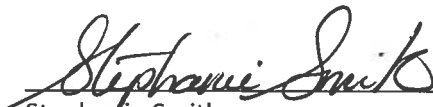
32.5 Effective Date of Agreement

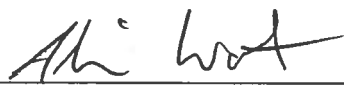
The provisions of the agreement shall come into full force and effect on the date of ratification, unless specified otherwise.

32.6 Agreement to Continue in Force

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

SIGNED ON BEHALF OF
THE UNION:



Stephanie Smith
President



Alison Watson
Bargaining Committee

Sara Henry
Bargaining Committee


Kim Shelley
Staff Representative

SIGNED ON BEHALF OF
THE EMPLOYER:


Katharina Stocker
Executive Director


Matthew Edgar
Contractor

Dated this 13 day of November, 2019.

**APPENDIX A
Wage Grid**

	Classification	Step	Oct 1, 2018	Apr 1, 2019	Apr 1, 2020	Apr 1, 2021
		Step 1: 0-2000 hrs Step 2: 2001-4000 hrs Step 3: 4001-6000 hrs Step 4: 6001 -8000 hrs Step 5: 8001 onward				
1	* C-6 Delegated Social Worker (Social Worker or Related Degree) SPO-24 Oct 1, 208 to March 31, 2019 SPO-25 Apr 1, 2019 to Mar 31, 2020 SPO-25 Apr 1, 2020 to Mar 31, 2021 SPO-26 Apr 1, 2021 to Mar 31, 2022	1	33.77	36.08	36.80	38.66
		2	34.78	37.16	37.90	39.82
		3	35.83	38.28	39.04	41.02
		4	36.92	39.43	40.23	42.27
		5	38.53	41.15	41.97	44.11
2	C- 4 Delegated Social Worker (Social Work or Related Degree) SPO-24 Oct 1, 2018 to Mar 31, 2022	1	33.77	35.03	35.73	36.45
		2	34.78	36.08	36.80	37.54
		3	35.83	37.16	37.90	38.66
		4	36.92	38.28	39.05	39.83
		5	38.53	39.94	40.74	41.55
3	* C-4 Delegated Social Worker (Non-related Degree) SPO-24 Oct 1, 2018 to Mar 31, 2022	1	33.77	35.03	35.73	36.45
		2	34.78	36.08	36.80	37.54
		3	35.83	37.16	37.90	38.66
		4	36.92	38.28	39.05	39.83
		5	-	-	-	-
4	Social Worker - Non-Delegated (Awaiting Delegation)	1	26.10	30.68	31.29	31.92
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
5	Family Support Worker (Post-Secondary Diploma or Degree) CSSEA-JJEP – Grid 14-P Oct 1, 2018 to Mar 31, 2022	1	21.14	23.22	23.68	24.16
		2	22.15	24.32	24.81	25.30
		3	23.40	25.70	26.21	26.74
		4	24.62	27.04	27.58	28.13
		5	-	-	-	-
6	Team Assistant CSSEA-JJEP – Grid 10 Oct 1, 2018 to Mar 31, 2022	1	17.71	19.45	19.84	20.24
		2	18.58	20.40	20.81	21.22
		3	19.58	21.50	21.93	22.37
		4	20.62	22.65	23.10	23.57
		5	-	-	-	-
7	Secretary/Reception CSSEA-JJEP – Grid 5 Oct 1, 2018 to Mar 31, 2022	1	15.18	16.67	17.00	17.34
		2	15.92	17.49	17.84	18.20
		3	16.79	18.44	18.81	19.18
		4	17.68	19.42	19.81	20.20
		5	-	-	-	-

* C-6 Classification is for C-6 delegated staff only, after NİL/TU,O achieves C-6 delegation.

APPENDIX B
List of Arbitrators

Pursuant to Article 10.2 (Appointment of Arbitrator), the following individuals will hear arbitration cases:

Brian Foley
Judi Korbin
John McConchie
Vince Ready
Chris Sullivan

Expedited Arbitrators

Pursuant to Article 10.9 (Expedited Arbitration), the following individuals will hear expedited arbitration cases:

Brian Foley
Judi Korbin
Wayne Moore
John McConchie

LETTER OF UNDERSTANDING #1
Joint Health Benefits Committee

A Joint Health Benefits Committee will be formed within 30 days of settlement of the collective agreement. This committee will consist of two employee representatives and two employer representatives to discuss updates to the benefits package to better reflect employee needs. Any recommendations resulting from the committee meetings will be submitted to the Union and the Employer for their review and approval. The net cost of a revised benefits package must remain unchanged for the Employer.

MEMORANDUM OF AGREEMENT #1
Long-Term Disability Plan

The plan shall include the following:

1. The plan shall cover eligible regular employees who have completed their probationary period and shall provide such employees with salary continuation until the age 65 in the event of a qualifying disability.
2. *Qualification Period* - LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months.
3. *Definition of Disability*:
 - (a) To qualify for long-term disability benefits for the first 12 months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.

- (b) To continue to qualify for long-term disability benefits beyond the 12 months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. *Coverage Amount* - 70% of the \$2,800 of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above \$2,800 or 66⅔% of the pre-disability monthly earnings, whichever is more.
 5. The plan shall include an "*early intervention*" program.
 6. Enrolment in the plan shall be mandatory.
 7. The Employer shall pay one 100% of the premium.

MEMORANDUM OF AGREEMENT #2
Advance Payment of Group Life Benefits

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 27.7 (Group Life and Accidental Death and Dismemberment) are as follows:

1. Death must be "*expected*" within 12 months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be 50% of the life insurance coverage, subject to a maximum of \$25,000.
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.
6. The advance payment will be deducted from the final payout in accordance with the terms, conditions and limitations of the Life Insurance Policy.

INFORMATION APPENDIX A

The Following Has Been Appended to the Collective Agreement for Information Purposes Only

Group Benefits Plan Equivalency Provisions

Plan provisions not specifically addressed in this document shall be based on the provisions of the insurance provider. A group policy must not contain any clause that restricts an employee who satisfies the eligibility requirements of the collective agreement from accessing the Plan or the provisions specified in this document.

GROUP LIFE

Premiums

- 100% employer-paid;
- premium costs are a taxable income to the employee.

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week;
- enrolment is a mandatory condition of employment.

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months.

Amount of Benefit

- \$50,000 in the event of death due to any cause for an employee who is less than 65 years of age;
- \$25,000 in the event of death due to any cause for an employee who is 65 to 69 years of age;
- benefit is paid regardless of cause of death based on employee's eligibility at date of death.

Continuation of Coverage

- the Employer will continue to pay the Group Life contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave;
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions;
- while an employee receives LTD benefits from the Plan, the employee's Group Life coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee.

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment;
- retires;
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work;
- transfers to an ineligible status;
- is laid off;
- turns 70 years of age.

Conversion

- upon termination of employment (excluding retirement), coverage continues at no charge to the employee or Employer for 31 days during which time the employee may convert all or part of their group life insurance, without providing medical evidence, into any whole life, endowment or term life policy normally issued by the insurer at the insurer's standard rates at that time.

Advance Payment Program

- in the event of terminal illness, with medical information confirming life expectancy of less than one year, an advance payment of up to 50% of the Group Life benefit, subject to a maximum of \$25,000, is available to the employee.

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)**Premiums**

- 100% employer-paid.

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week;
- enrolment is a mandatory condition of employment.

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months.

Amount of Benefit

- \$50,000 (principal sum) in the event of death due to any accidental cause (in addition to the Group Life benefit) for an employee who is less than 65 years of age;
- \$25,000 (principal sum) in the event of death due to any accidental cause (in addition to the Group Life benefit) for an employee who is 65 to 69 years of age;
- 100% of principal sum in the event of loss of both hands, or both feet, or sight of both eyes, or one hand and one foot, or one hand and the sight of one eye, or one foot and the sight of one eye, or hearing in both ears and speech;
- 75% of principal sum in the event of loss of one arm or one leg;
- 50% of principal sum in the event of loss of one hand, or one foot, or sight of one eye, or hearing in both ears, or speech;
- 25% of principal sum in the event of loss of thumb and index finger of one hand, or all four fingers of one hand;
- 12.5% of principal sum in the event of loss of all toes of one foot.

Exclusions

- suicide or attempted suicide, while sane or insane;
- intentionally self-inflicted injury;
- war, insurrection or hostilities of any kind, whether a participant or not in such actions;

- participation in any riot or civil commotion;
- bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment thereof;
- travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate, and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only - descent from any aircraft in flight will be deemed to be part of such flight;
- committing or attempting to commit a criminal offence or provoking an assault;
- in the course of operating a motor vehicle while under the influence of any intoxicant; or, if blood alcohol concentration is in excess of 100 milligrams of alcohol per 100 millilitres of blood.

Continuation of Coverage

- the Employer will continue to pay the AD&D contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the 20 work shifts in any calendar year of unpaid leave;
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions;
- while an employee receives LTD benefits from the Plan, the employee's AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee.

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment;
- retires;
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work;
- transfers to an ineligible status;
- is laid off;
- turns 70 years of age.

Claims

- loss must occur within 365 days of the date of the accident;
- claims must be submitted within 365 days of the date of loss.

LONG-TERM DISABILITY (LTD)

Premiums

- 100% employer-paid.

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week;
- enrolment is a mandatory condition of employment;
- no restrictions re pre-existing medical conditions.

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months

Early Intervention Program (EIP)

the parties will follow policies and procedures set by the Early Intervention Program

- the Employer refers an employee who has been ill or injured to the EIP provider;
- the EIP provider determines the eligibility of the employee to participate in the program;
- the EIP provider designs a return-to-work plan tailored to the employee's individual circumstances in consultation with the employee, Employer and Union i.e. integrating the employee back into the workplace with graduated or modified duties, job accommodation by the Employer within the provisions of the collective agreement;
- the EIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work.

Amount of Benefit

- 70% of the first \$2,800 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of \$2,800 or 66 ⅔% of basic pre-disability monthly earnings, whichever is greater;
- the \$2,800 level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter;
- the \$2,800 level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter.

Qualification Period

- benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months.

Definition of Total Disability

- to qualify for benefits for the first 12 months (excluding the six month qualification period), the employee must be unable, due to accident or sickness, to perform the duties of their "*own occupation*";
- to continue to qualify for benefits beyond the "*own occupation*" period of disability, the employee must be unable to perform the duties of any gainful occupation ("*any occupation*") for which the employee has the education, training or experience and which pays at least 70% of the current rate of pay for the employee's job at the date of their disability.

Successive Disabilities

- if the employee returns to work during the qualification period but stops working within 31 calendar days because of the same disability, the qualification period is extended by the number of days worked;
- if the employee returns to work after LTD benefits are approved, but stops working within six months because of the same disability, or within 31 days because of a new disability, the prior LTD claim is re-opened and the employee is not required to serve another qualification period.

Exclusions

- any period of disability that is not supported by the regular and personal care of a physician;
- war, insurrection, rebellion, or service in the armed forces of any country;
- voluntary participation in a riot or civil commotion, except while performing regular occupational duties;
- intentionally self-inflicted injuries or illness.

Other Disability Income

- LTD benefits will not be reduced by income from private or individual disability plans;
- LTD benefits will be reduced by 100% of any other disability income including but not limited to;
 - any amounts payable under any *Workers Compensation Act* or law or any other legislation of similar purpose;
 - any amount from any group insurance, wage continuation, or pension plan of the Employer that provides disability income;
 - any amount of disability income provided by any compulsory *Act* or law;
 - any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or would be entitled had the application for such a benefit been approved;
 - any amount of disability income provided by a group or association disability plan to which the disabled employee might belong or subscribe.
- LTD benefits are reduced by the amount of other disability income to which the disabled employee is entitled upon first becoming eligible for the other income; future increases in the other income such as Consumer Price Indexing or similar indexing arrangements will not further reduce the disabled employee's LTD benefits until the disabled employee's LTD benefit is recalculated to reflect the weighted average wage rate in effect following review by the underwriter every four years.

Continuation of Coverage

- the Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the 20 work shifts in any calendar year of unpaid leave;
- coverage can continue while an employee is on an unpaid leave for up to 12 months (24 months if on an educational leave), if the employee pays 100% of the contributions;

- while an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee;
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee.

Termination of Coverage

Coverage ceases on the date the employee:

- terminates employment;
- retires;
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work;
- transfers to an ineligible status;
- is laid off;
- payment of premiums cease at 64 years and six months.

Rehabilitation Plan

- while in receipt of benefits, employees are required to participate in a rehabilitation activity or program that is medically approved to prepare them to return to their job or other gainful work;
- employees returning to work through an Approved Rehabilitation Plan are eligible to receive all monthly rehabilitation earnings plus a monthly LTD benefit as defined under "*Amount of Benefit*" in this section, provided the total of such income does not exceed 100% of the current rate of pay for the regular occupation at the date of disability;
- upon successful completion of the Approved Rehabilitation Plan, the LTD benefit period may be extended for a period of six months for the purpose of job search.

Rehabilitation Review Committee

- employees who do not agree with the recommended rehabilitation plan or feel they are medically unable to participate must demonstrate reasonable grounds for their lack of participation or appeal the dispute to the Rehabilitation Review Committee;
- the Rehabilitation Review Committee is composed of three qualified individuals who, by education, training and experience are recognized specialists in the rehabilitation of disabled employees;
- committee members are composed of one Employer nominee, one union nominee and a neutral chair appointed by the nominees;
- if the employee does not accept the Committee's decision, LTD benefits are suspended until the employee is willing to participate.

Duration of Benefits

- benefits stop on the date the employee recovers, reaches age 65, dies, elects early retirement, refuses to participate in an Approved Rehabilitation Plan approved by a Rehabilitation Review Committee, whichever occurs first;
- if the employee's employment terminates while receiving LTD benefits, only the payment of the LTD benefit will continue; all other health and welfare coverage will end.

Claims Review Committee

- the Employer/provider will assume administrative responsibility for setting up the Claims Review Committee;
- an employee may request the carrier to coordinate a Claims Review Committee if their LTD claim is denied or terminated by the carrier;
- the Committee is comprised of three medical doctors: one designated by the employee; one by the Employer; and one (chairperson) who has no relationship to the employee and agreed upon by the first two doctors;
- the Committee is responsible for reviewing the medical and vocational information with respect to the employee;
- the Committee may interview and/or examine the claimant and may establish medical procedures and tests to determine if the employee is disabled as defined in the collective agreement;
- the majority decision of the Committee is final and binding;
- the final report is signed by all members of the Committee and forwarded in writing to the carrier who is then responsible for forwarding a copy to the employee, Employer and the Union;
- expenses of the Chairperson are shared equally between the employee (or Union) and the carrier; expenses of the two nominees are the responsibility of each appointing party; expenses for medical procedures requested by the Committee, and travel expenses of the employee are the responsibility of the employee (or Union).

DENTAL**Premiums**

- 100% employer-paid.

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week;
- enrolment is a mandatory condition of employment.

Dual Coverage Restriction

- employees and/or dependants are ineligible for coverage if enrolled in another dental plan that is equal or better to this dental plan.

Dependants

- husband, wife, common-law spouse (spousal partners who have co-habited for a period of not less than one year);
- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse;
- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse;
- unmarried physically or mentally handicapped children to any age, if mainly dependent on and living with the employee or the employee's spouse.

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months;
- orthodontic coverage for the employee and dependants takes effect 12 months after enrolment of the employee in the dental benefit.

Basic Services

100% reimbursement for:

- diagnostic services:
 - one standard exam every nine months for adults or twice in any calendar year for children under 19 years of age;
 - one complete exam in any three-year period, provided no other exam has been paid by the Plan in the preceding nine months for adults or preceding six months for children under 19 years of age;
 - x-rays, up to the maximum established by the carrier for the calendar year;
 - full mouth x-rays once in any three -year period.
- endodontic services – root canals;
- major restorative services – inlays, onlays and gold foils when no other material can be used satisfactorily;
- periodontic services – procedures for the treatment of gums and bones surrounding and supporting the teeth excluding tissue grafts;
- preventive services:
 - cleaning and polishing of teeth every nine months for adults or twice in any calendar year for children under 19 years of age;
 - fluoride application every nine months for adults or twice in any calendar year for children under 19 years of age;
 - space maintainers intended to maintain space and regain lost space, but not to obtain more space;
 - sealants (pit and fissure) limited to once per tooth within a two-year period.
- **repairs to bridges and dentures (prosthetics)** – procedures for the repair of bridges, as well as the repair or relines of dentures by either a dentist or a licensed dental mechanic; relines

are not covered more often than once in any two-year period; costs for temporary dentures are ineligible for payment;

- **restorative services** – procedures for filling teeth including stainless steel crowns; additional costs for white fillings in back teeth are ineligible for payment;
- **surgical services** – procedures to extract teeth as well as other surgical procedures performed by a dentist.

Major Reconstruction

60% reimbursement once in any five-year period for:

- **crowns** – rebuilding natural teeth where other basic material cannot be used satisfactorily; certain materials will not be authorized for use on back teeth;
- **dentures (removable prosthetics)** – artificial replacement of missing teeth with dentures – full upper and lower dentures or partial dentures of basic, standard design and materials; full dentures may be obtained from either a dentist or licensed dental mechanic; partial dentures may only be obtained from a dentist;
- **crowns and bridges (fixed prosthetics)** – artificial replacement of missing teeth with a crown or bridge.

Orthodontic Services

- 60% of braces up to a lifetime maximum of \$2,750 per person with no run-offs for claims after termination of employment;
- costs of lost or stolen braces are not eligible for payment;
- pre-approval by the carrier is a requirement.

Exclusions

- cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines;
- treatment covered by the Workers' Compensation Board, BC Medical Services Plan or other publicly supported plans;
- services required as a result of an accident for which a third party is responsible;
- charges for completing forms;
- implants;
- fees in excess of the carrier Dental Fee Schedule No. 2 or fees for services which are not set out in the Dental Fee Schedule;
- expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act;
- expenses resulting from intentionally self-inflicted injuries, while sane or insane;
- charges for unkept appointments;
- charges necessitated as a result of a change of dentist, except in special circumstances;
- room charges and some anaesthetics;
- expenses incurred prior to eligibility date or following termination of coverage;

- charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint;
- expenses for a dental accident that are paid or payable by the employee's extended health plan.

Continuation of Coverage

- the Employer will continue to pay the Dental contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the 20 work shifts in any calendar year of unpaid leave;
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions;
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee.

Termination of Coverage

Coverage ceases at the end of the calendar month in which the employee:

- terminates employment;
- retires;
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work;
- transfers to an ineligible status;
- is laid off.

EXTENDED HEALTH PLAN

Premiums

- 100% employer-paid.

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week;
- enrolment is a mandatory condition of employment.

Dual Coverage Restriction

- employees and/or dependants are ineligible for coverage if enrolled in another extended health plan.

Dependants

- husband, wife, common-law spouse (spousal partners who have co-habited for a period of not less than one year);

- unmarried children until the end of the month in which they turn the age of 19 years, if they are mainly dependent on and living with the employee or the employee's spouse;
- unmarried children until the end of the month in which they turn the age of 25 years, if they are in full-time attendance at a recognized school, college or university, if mainly dependent on the employee or the employee's spouse;
- unmarried physically or mentally handicapped children to any age, if mainly dependent on and living with the employee or the employee's spouse.

Effective Date

- first day of the month following the month in which the employee successfully completes their probation or trial period not to exceed three months.

Benefit Provisions

- deductible of \$45 per person or family per calendar year;
- Direct Pay card must be provided for prescription medications;
- prescription drug charges are tied to Pharmacare;
- eligible expenses are reimbursed at 80%* of eligible expenses for the first \$1,000 in a calendar year; 100% of eligible expenses over \$1,000 in a calendar year; 100% of eligible out-of-province/out-of-country emergency expenses;
- lifetime maximums per person are unlimited.

Eligible Expenses

- **acupuncturist** – fees of an approved acupuncturist up to 80%* of \$500/person/calendar year;
- **ambulance** – in an emergency from the place where the sickness/injury occurs to the closest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat, airplane, or air-ambulance in an acute emergency); includes round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary;
- **chiropractor** – fees of a registered chiropractor up to 80%* of \$500/person/calendar year excluding the cost of x-rays taken by the chiropractor; reimbursed at 80%* of \$10/visit for the first 12 visits/calendar year (15 visits for age 65 and older);
- **dentist** – fees for repairs, including replacement, of natural teeth which have been injured accidentally; treatment must occur within one year of the date of the accident; orthodontic services, amounts paid by a dental benefit or charges exceeding the carrier dental fee schedule are not covered;
- **diabetic supplies and equipment** – needles, syringes and testing supplies; blood glucose monitors (lifetime maximum of 80%* of \$250); insulin infusion pumps when basic methods are not feasible (physician's letter required); carrier pre-approval required for expenses in excess of 80%* of \$5,000);
- **employment medicals** – charges of a physician for medical examinations required by statute or regulation of government for employment purposes, if charges not paid by the Employer;
- **hearing aids** – cost of purchasing hearing aids when prescribed by a certified ear, nose and throat specialist; maximum of; is 80%* of \$600/person every 48 months; includes repairs; excludes payment for maintenance, batteries, re-charging devices or other accessories;

- **hospital room charges** – charges for occupying a private or semi-private room in an acute care hospital; excludes rental of television, telephone, etc.;
- **massage therapist** – fees of a registered massage therapist up to 80%* of \$500/person/calendar year; reimbursed at 80%* of \$10/visit for the first 12 visits/calendar year (15 visits for age 65 and older);
- **medical equipment rental** – rental costs unless purchase is more economical of durable medical equipment including hospital beds; wheelchairs or scooters are eligible expenses if certified by a physician that appliances are the sole means of mobility; electric wheelchairs covered only when certified by a physician that the patient cannot operate a manual chair; TENS and TEMS when prescribed by a physician; carrier pre-approval required for expenses in excess of 80%* of \$5,000;
- **naturopathic physician** – fees of a registered naturopathic physician up to 80%* of \$500/person/ calendar year excluding the cost of testing and/or x-rays taken by the physician; reimbursed at 80%* of \$10/visit for the first 12 visits/calendar year (15 visits for age 65 and older);
- **orthopaedic shoes** – shoes intended to modify or correct a disability or custom-made orthotics up to 80%* of \$500/adult/year and 80%* of \$300/child/year; must be prescribed by a physician or podiatrist;
- **out-of-province/out-of-country emergencies** – when ordered by an attending physician: ambulance services; hospital room charges; charges for services and supplies when confined as a patient or treated in a hospital, to a maximum of 90 days; services of a physician, laboratory and x-ray services; prescription drugs to alleviate an acute medical condition; other emergency services and/or supplies that the carrier would cover in British Columbia;
- **paramedical items and prosthetic devices** – oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces and ostomy or ileostomy supplies;
- **physiotherapist** – fees of a registered physiotherapist up to 80%* of \$500/person/calendar year; reimbursed at 80%* of \$10/visit for the first 12 visits/calendar year (15 visits for age 65 and older);
- **podiatrist** – fees of a registered podiatrist up to 80%* of \$500/person/calendar year excluding the costs of x-rays taken by the podiatrist; reimbursed at 80%* of \$10/visit for the first 12 visits/calendar year (15 visits for age 65 and older);
- **prescription drugs** – cost of prescription drugs purchased from a licensed pharmacy excluding erectile dysfunction drugs, preventative vaccines, vitamin injections, food supplements, non-prescription drugs, drugs which have not been authorized for payment by the Director of the Pharmacare program; including oral contraceptives, contraceptive devices.
- **psychologist** – fees of a registered psychologist, registered clinical counsellor or registered social worker up to a combined annual maximum of 80%* of \$500 person/calendar year;
- **registered nurse** – fees of a registered nurse (not related to the employee) for special duty nursing in acute cases outside of the hospital and when recommended by a physician;
- **speech therapist** – fees of a registered speech therapist, when referred by a physician, up to 80%* of \$500/person/calendar year;
- **surgical stockings and brassieres** – two pairs of stockings/person/calendar year; one brassiere/person/calendar year when required as a result of medical treatment for injury or illness;

- **vision care** – cost of prescribed eyeglasses or equivalent corrective laser surgery to a maximum 80%* of \$350 /person every 24 months; of and/or frames and/or prescribed contact lenses to a maximum of 80%* of \$225/person every 24 months;
- **wigs and hairpieces** – when required as a result of medical treatment or injury to a lifetime maximum of 80%* of \$500/person;
- **worldwide emergency medical assistance** – emergency medical referral services for travellers.

Exclusions

- charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency;
- charges for benefits, care or services payable by or under any other authority such as ICBC, travel insurance plans, etc.;
- charges for a physician except as described under Eligible Expenses for out-of-province/out-of-country emergencies;
- charges for dental services except as described under Eligible Expenses for a dentist;
- expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board;
- charges for services and supplies of an elective (cosmetic) nature;
- expenses resulting from war or an act of war, participation in a riot or civil insurrection, or commission of an unlawful act;
- expenses resulting from an injury or illness which was intentionally self-inflicted, while sane or insane;
- any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service;
- charges for batteries and re-charging devices;
- expenses relating to the repatriation of a deceased employee and/or dependant;
- expenses incurred by a pregnant person while travelling outside of Canada within 21 days of the expected delivery date;
- expenses related to eye examinations.

Continuation of Coverage

- the Employer will continue to pay the Extended Health contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first twenty (20) work shifts in any calendar year of unpaid leave;
- coverage can continue while an employee is on an unpaid leave, if the employee pays 100% of the contributions;
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance; such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee.

Termination of Coverage

Coverage ceases at the end of the calendar month in which the employee:

- terminates employment;
- retires;
- commences an unpaid leave beyond 20 work shifts in any calendar year and employee elects not to pay contributions or elects to pay contributions and then stops paying them until their return to work;
- transfers to an ineligible status;
- is laid off.

INFORMATION APPENDIX B Unsafe Work

The Following Has Been Appended to the Collective Agreement For Information Purposes Only:

Sections 3.12 and 3.13 of the *Workers Compensation Act*

3.12 Procedure for Refusal

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

3.13 No Discriminatory Action

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

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