

COLLECTIVE AGREEMENT

between the

VANCOUVER NATIVE HEALTH SOCIETY

and the

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

Effective from September 1, 2019 to March 31, 2023

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will 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 will be sent to arbitration as provided in Article 10 (Arbitration).

1.3 Conflict with Regulations

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

1.4 Use of Terms

(a) *Gender Neutral Terms*

Throughout this agreement, gender neutral terms will be used.

(b) *Singular or Plural*

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

1.5 No Discrimination

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

The Employer and the Union agree that there will 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 Employer, as an Indigenous agency, is 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 collective agreement in hiring, retaining, promoting, or advancing of Indigenous individuals.

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 inclusive of additional hours of work 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) "Ability" includes the ability to interact effectively with clients.
- (b) "Aboriginal" as defined in the constitution of Canada, "includes the Indian, Inuit and Métis peoples of Canada".
- (c) "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.
- (d) "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.
- (e) "Day" is a calendar day, unless otherwise noted.
- (f) "Elders" are individuals who are recognized by their communities as knowledge keepers and who share and uphold this wisdom with their communities.
- (g) "Electronic Communications" means electronic transmission of information that has been encoded digitally which could include, but is not limited to, email.
- (h) "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.
- (i) "Indigenous" includes First Nations, Inuit and Metis peoples of Canada.
- (j) "Lateral Violence" is displaced violence directed against one's peers. Lateral Violence occurs within marginalized groups where members strike out at each other as a result of being oppressed. The oppressed become the oppressors of themselves and each other.
- (k) "Native" is included in the meaning of Aboriginal except in the legal definition.
- (l) "Premiums" when expressed in relation to a wage rate refers to the straight-time wage rate, and (for greater clarity) wage-related premiums do not 'pyramid' on other forms of wage-related premiums.
- (m) "Union" means the BC Government and Service Employees' Union (BCGEU).

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit will comprise all employees of the Employer except those excluded by the *Code* or as previously agreed.

3.2 Bargaining Agent Recognition

The Employer recognizes the BC Government and Service Employees' Union (BCGEU) 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, will 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, will be forwarded to the President of the Union or designate.

3.4 No Other Agreement

No employees covered by this agreement will 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 will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employees for reason of membership or activity in the Union.

3.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union will make every effort to recruit and maintain indigenous stewards of at least a majority of the total number of stewards. The Union agrees to provide the Employer with a list of the employees designated as stewards.

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

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

(d) Where the steward's duties will unreasonably interfere with the proper operation of the Employer, such duties will be performed outside of normal working hours.

(e) The duties of stewards will include:

(1) investigating complaints of an urgent nature;

Complaints of an urgent nature are matters that cannot be reasonably dealt with at a later time. For example: pay not deposited into an employee's account; cancellation of impending vacation leave; denial of family related illness leave, bereavement leave, etc.;

- (2) investigating grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervising 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 will not interfere with the operation of the Employer.

3.8 Union Communications

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

3.9 Union Insignia

A union member will 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 will 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 will 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 will 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 (Recognition and Rights of Stewards);

(2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours. Should Labour/Management Committee meetings be scheduled outside an employee's working hours, they will be compensated up to three hours at straight-time rates.

(c) *With Straight-Time Pay*

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

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

3.11 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement will 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 will be considered to be absent without pay.

(b) Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

3.12 Labour Relations Code

The parties will adhere to the provisions 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 will, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- (a) The Employer will, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer will deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted.
- (d) All deductions will be remitted to the President of the Union on a quarterly basis by the 15th of the following months:
- April
 - July
 - October
 - January
- (e) The Employer will submit union dues remittance by EFT (Electronic Funds Transfer). The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.
- (f) Each EFT email will also include:
- (1) employer name;
 - (2) pay period type (e.g.: monthly, semi-monthly, biweekly, etc.);
 - (3) pay period number;
 - (4) pay period end date;
 - (5) pay period pay date.
- (g) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	Nine digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/ Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		Regular, Auxiliary, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		

Column Order	Name	Format	Format Description
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

(h) 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 will 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 will be the amount deducted.

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

(j) The Employer will 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 will be provided to the employee prior to March 1st of the succeeding year.

(k) An employee will, 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 WILL 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 will include the steward when the Employer is meeting with a new employee(s). The steward will provide information to the new employee about the Union.

The Employer will provide Union representatives a minimum of 15 minutes at two staff meetings per year for the purposes of providing union-related information.

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 will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union will supply the Employer with the names of its officers and similarly, the Employer will 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 will notify the designated Employer's official in advance of their intention and their purpose for entering and will 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 will 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 will set guidelines and operating procedures for such committees.

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

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

(d) The Committee members will develop a terms of reference which will be mutually agreed upon by the parties. The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and will 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 will have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

- (2) correcting conditions causing grievances and misunderstanding.

8.4 Technical Information

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- (b) In January of each year the Employer will 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;

will be resolved in accordance with the following procedures.

9.2 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor through a talking circle or by informal discussion. The aggrieved employee will have the right to have a steward present at a talking circle or at any 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 will not act as a steward in respect of their own grievance, but will submit the grievance through another steward or union staff representative. Should a talking circle have commenced and be ongoing within the 30 days referred to in Clause 9.3, the parties may mutually agree to extend the timelines for filing a grievance at Step 2.

9.3 Time Limits to Present Initial Grievance

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

- (a) on which 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 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

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

- (b) The local supervisor will:
- (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 14 days of receiving the grievance at Step 2, the representative of the Employer, the employee and the steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The steward and the representative of the Employer will fill out a "*shared fact sheet*" listing an agreed statement of facts. The "*shared fact sheet*" is on a "*without prejudice*" basis and will not be referred to by either party in any third party proceedings.
- (b) The Employer's designate at Step 2 will reply in writing to the Union within 30 days of receiving the grievance at Step 2.

9.6 Traditional Indigenous Resolution (TIR) and Guidelines

(a) An employee, with the mutual consent of the Employer may have their grievance heard through the Traditional Indigenous Resolution (TIR). The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, TIR is not limited to a single process. Recommendations to resolve the difference, made through TIR are, without prejudice. As part of TIR the parties, including the Union, will be notified of the outcome. 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 through TIR to make written recommendations to resolve the difference. The parties agree that the hearing of the grievance through TIR will take place with 30 days of the request.

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

(b) The Traditional Indigenous Resolution (TIR) is a flexible, inclusive and culturally sensitive process intended to facilitate the peaceful, respectful resolution of disagreements between parties to this collective agreement. It is intended to be guiding process to assist people with relating in harmony. TIR will be a process guided by an Elder or an opportunity to have individual counsel with an Elder.

(c) Where parties have been unable to come to an agreement in respect to the interpretation, application, implementation or operation of this agreement, the Traditional Indigenous Resolution (TIR) may be commenced at any one of the steps of the grievance procedure by mutual agreement of the parties. The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, TIR is not limited to a single process. The process may consist of participation of the parties in a resolution circle intended to foster trust, honesty, respect, equality and consensus. Participants in the circle will be chosen in each individual case, by each party, based on the individual's ability to assist in the resolution process and may include external cultural support. (See Information Appendix A for more information.)

The Employer will maintain a current list of mutually agreed upon elders.

As with arbitrations, each party will pay one-half of the costs associated with the Traditional Indigenous Resolution (TIR).

9.7 Step 3

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

- (a) within 30 days after the reply has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 30 days after the Employer's reply was due.

9.8 Time Limit to Reply to Step 3

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

9.9 Time Limit to Submit to Arbitration

(a) 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:

- (1) 30 days after the Employer's reply at Step 3 has been received; or
- (2) 30 days after the Employer's reply was due.

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

9.10 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, or six months passes from the time the Union President, or designate informed the Employer of their intention to submit a dispute to arbitration, the Employer may enquire, in writing, by priority courier, as to the status of the grievance. If, within 30 days of receipt of such letter, the Union has not advanced the grievance to the next step or submitted the grievance to arbitration, the grievance will be deemed to be abandoned unless the parties mutually agree otherwise. However, the Union will not be deemed to have prejudiced its position on any future grievance.

9.11 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 will be deemed to be presented on the day on which it is postmarked and it will 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 will be by priority courier or electronic communication.

9.12 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.

9.13 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 will 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, will not have their grievance deemed abandoned through the filing of the complaint.

9.14 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance will 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 will 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 Employer 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 will be by priority courier or by electronic communication.

10.2 Appointment of the Arbitrator

Where a party has requested that a grievance be submitted to arbitration, an arbitrator will 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.

Appendix B may be amended by mutual agreement to include Indigenous arbitrators.

10.3 Board Procedure

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

10.4 Decision of Arbitrator

The decision of the Arbitrator will be final, binding and enforceable on the parties. The Arbitrator will have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator will 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 will make every effort to provide written clarification within seven days of receipt of the application.

10.6 Expenses of Arbitrator

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

10.7 Amending Time Limits

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

10.8 Witnesses

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

10.9 Expedited Arbitration

(a) The parties may meet, to review outstanding grievances filed at arbitration to determine those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances will 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;
- (8) demotions.

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

- (c) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances. See Appendix B for the list of arbitrators approved to hear expedited arbitrations.
- (d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing will 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 (Appointment of the Arbitrator).
- (h) The parties will 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 will 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 will be in writing and will set forth the reasons for dismissal or suspension and an employee will 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 will be forwarded to the President of the Union or the designated staff representative within five working days.
- (b) A suspension of indefinite duration will be considered a dismissal under 11.2(a) above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as a dismissal grievance.

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee will include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee will 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 will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- (d) Any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further

infraction. Where an employee takes a consecutive paid or unpaid leave of absence that in total exceeds two months within the 18 month period, the 18 month period will be extended up to the period of time in excess of two months. Approved vacation and maternity and parental leaves will not count toward the two month threshold.

(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, will be entitled to review an employee's personnel file, exclusive of employee references. The file will 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 will 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 will 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 will not apply to those interviews that are of an operational nature and do not involve disciplinary action.

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

(c) An employee has the right to select the steward they wish to represent them providing that this does not result in an undue delay.

11.7 Abandonment of Position

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

11.8 Probation

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

- (b) The probationary period for all employees will be three months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period will not exceed six calendar months.
- (c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months. Following discussion with the Union, the Union will not unreasonably deny the extension.
- (d) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.

11.9 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will 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 will 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 will have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) Seniority includes employment with the Employer prior to certification and will be as follows:
 - (1) Regular full-time and part-time employees will have a seniority date, which includes all seniority as a casual employee and will include all absences for which seniority continues to accumulate.
 - (2) Casual employees will accrue seniority on an hourly basis for all hours paid.
 - (3) For the purpose of casual seniority, seniority will be credited as all hours paid for and will include all absences for which seniority continues to accumulate.
 - (4) Upon achieving regular employee status, a casual employee will have their hourly seniority converted to a seniority date. The resulting date will be deemed to be the employee's seniority date.
 - (5) Regular full-time and part-time employees who are returned to casual status will have their seniority converted to hours.

12.2 Seniority List

The Employer will prepare and provide to the Union once every six months, in January and July an up-to-date seniority list containing the following information for all employees:

- (a) employee's name;
- (b) employee's seniority;
- (c) employee's current classification;
- (d) employee's rate of pay;
- (e) employee's status (per Article 2.1 Employees);
- (f) employee's continuous service date.

This seniority list, except rates of pay, will be posted by the Employer at all worksites for 30 days. Any objection to the accuracy of the seniority or continuous service date 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 staff representative and a union designated employee with a copy of the seniority list.

The Employer will also provide the Union with a list of the employees who have ceased employment after the date of the previous seniority list.

12.3 Loss of Seniority

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

- (a) they are discharged for just cause;
- (b) subject to Article 12.5 (Bridging of Service), they voluntarily terminate their employment or abandon 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 at their last known address that they are recalled from layoff, they fail to contact the Employer with their acceptance of recall within seven days of receipt of the recall notice. After contacting the Employer, employees will have up to 14 days to return to work;
- (e) they are permanently promoted to an excluded position and does not return to the bargaining unit within six months.

12.4 Re-Employment

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

12.5 Bridging of Service

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

- (a) the employee must have been a regular employee with at least two years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;

- (c) the break in service will be for no longer than six years;
- (d) the previous length of service will not be reinstated until successful completion of the probation period on re-employment.

12.6 Same Seniority

When two or more employees have the same seniority and when mutual agreement cannot be reached, then seniority will 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, as well as whether a pre-layoff canvass of employees is necessary or advisable and may be waived. If a pre-layoff canvass is not waived, then prior to the layoff of regular employees under Article 13.3 (Layoff), the Employer will canvass employees in order to invite:
 - (1) placement on the casual call-in and recall lists with no loss of seniority; or
 - (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 will 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. The Employer will notify the Union of the employee's selection.

13.3 Layoff

Non-residential: Both parties recognize that job security will increase in proportion to length of service. Therefore, in the event of a layoff, employees will be laid off by classification, in reverse order of seniority. Layoff notice will include a current list of junior positions available to bump under Article 13.4 (Bumping).

13.4 Bumping

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

- (b) The laid off employee and the first two employees affected by bumping may 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 satisfactorily perform the work. An employee can bump up, but not into a supervisory position.
- (c) Subsequent employees affected by bumping who are qualified to satisfactorily perform the work may choose:
- (1)
 - (i) to bump the least senior employee in either their classification or a similar classification whose weekly hours are up to four hours more or less than the employee's or
 - (ii) the least senior employee in a dissimilar classification whose weekly hours are up to four hours more or less than the employee's and that employee is junior to the employee who would have been bumped if the option in (i) above had been selected.
 - (2) if no options exist under (1)(i) above then the employee may choose to use the process in (1) above to bump within the next four hour time band. If no options are available in this time band in the employee's own or similar classification the employee may choose the next four hour time band, this process will continue until the employee bumps or there are no more time bands available to the employee.
- Similar classification means* - in the same job family and in the same grid level or one grid level above or below the displaced employee's grid level.
- (d) Within five days of receiving from the Employer both the notice of layoff and all information required by the employee to make an informed decision regarding their bump options, they will provide written notice to the Executive Director of their bump choice.

13.5 Recall

- (a) Employees will 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 will be sent by priority courier or electronic communication. Employees must accept recall within seven days of receipt of the priority courier or electronic communication. Employees will have 14 days after accepting recall to return to work.
- (b) The recall period will 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 will not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.
- (d) Job posting under Article 24 (Promotion and Staff Changes) will occur prior to recall of any employee. When there are employees on the recall list, job postings will include a copy of this article.
- (e) Employees on the recall list have the right to apply for job postings as an internal applicant.
- (f) When an employee on the recall list is a qualified applicant to a position, then the Employer will not consider applications to the vacancy from any less senior employees.
- (g) When an employee on the recall list is the successful applicant to a position, they will not be expected to start in the new position until 14 days from the notice of assignment unless an earlier date is determined by mutual agreement between the employee and the Employer.

(h) 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 will 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 week's 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.

13.8 Worksite Closure

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

- (1) Employees who accept a position and are placed in a lower classification will not have their salary reduced for a period of three months.
- (2) If the downward classification lasts longer than three months, no employee will suffer more than 10% reduction in their basic pay.

(b) An employee who is classified downward as per (2) above will be offered, in order of seniority, the first vacancy in their former classification with the equivalent number of hours, or less, that they were working prior to their layoff, prior to the application of the recall provision.

Note: See Information Appendix B (Flowcharts Illustrating Article 13 [Layoff and Recall])

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

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

14.2 Hours of Work

- (a) The full-time regular weekly hours of work will range from 32 to 40 hours per week inclusive of a paid 30 minute daily meal period. The daily scheduled hours will not exceed eight hours per day.
- (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 will 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, will be paid a minimum of four hours' pay at their regular rate if they commence work.
 - (3) Except as provided in (4) and (5) below, the Employer will not schedule shifts of less than four hours in duration.
- (c) No employee will be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the Union and the Employer.
- (1) Additional hours up to the allowable straight-time maximum will be offered to employees by seniority in the following sequential order:
 - (i) full-time employees;
 - (ii) part-time employees.
 - (2) Regular employees will be offered additional hours within their classification and programme before qualified regular employees at other programmes/worksites in that classification. Remaining additional hours will be offered to qualified regular employees in other classifications.
 - (3) Additional hours will be compensated as per Appendix A (Wage Grid). Additional hours will 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.

(d) *Extended Hours Shifts*

Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Article 14.2(a) (Hours of Work) that average the regular hours of work as outlined in Article 14.2(a) (Hours of Work) over 14 or 30 day averaging periods. In no case will standard extended workdays be greater than nine 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 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 will 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 will be taken without loss of pay to the employees.

- (b) All employees will 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 four hours, but not more than six hours, will 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 of 30 minutes will be paid and will be scheduled as closely as possible to the middle of the workday.
- (b) An employee will be entitled to take their meal period away from the worksite.
- (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.
- (d) Employees may combine their meal breaks and rest periods based on operational requirements.

14.5 In Lieu of Time

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

14.6 Flex Day

Regular full-time employees will be entitled to one flex day off with pay per month. Flex days will not be cumulative. Only one flex day may be contiguous to any one period of vacation leave.

Flex days will be scheduled within the last week of the previous month, subject to the Employer's approval. The Employer's approval will not be unreasonably denied.

14.7 Staff Meetings

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

14.8 Conversion of Hours

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2(a) (Hours of Work), special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave

will be converted to hours on the basis of the normal full-time daily hours of work outlined in Article 14.2(a) (Hours of Work), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

ARTICLE 15 - SHIFTS

15.1 Split Shifts

(a) There will be no regularly scheduled "split shifts" with the exception of at the request of an employee and with the approval of the Employer as per operational requirements. Any such scheduled split shifts will not exceed a 10 week period except with the agreement of the Union and the Employer.

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 in lieu of time; or
 - (3) the agreed averaging period.
- (b) "Straight-time rate" means the hourly rate of remuneration.
- (c) "Time and one-half" means one and one-half times the straight-time rate.
- (d) "Double-time" means twice the straight-time rate.
- (e) "Double-time and one-half" means two and one-half times the straight-time rate.

16.2 Overtime Entitlement

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

16.3 Recording of Overtime

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

16.4 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, will 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.

Employees will be compensated for overtime with compensatory time off in lieu of overtime pay. Time off will be scheduled within the next two pay periods at a time that is mutually agreeable between the employee and the Employer.

16.5 No Layoff to Compensate for Overtime

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

16.6 Right to Refuse Overtime

- (a) All employees will 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 will pay for any dependent care expenses incurred by the employee. Such expenses to be the dependent care expenses normally paid by the employee.

16.7 Callback Provisions

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

These employees will 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 will be two dollars.

16.8 Rest Interval

An employee required to work overtime beyond their regularly scheduled shift will 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 will apply to all hours worked on the regular shift which fall within the eight hour period.

16.9 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, will 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, will 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 will apply to hours worked in excess of (a) or (b) above.

16.10 Authorization and Application of Overtime

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

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

The Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases, the employee will, 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 will be considered to have authorized the time in advance.

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

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

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

17.2 Holiday Falling on Saturday or Sunday

For an employee whose normal workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on another day, the following Monday will 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), will be deemed to be the holiday for the purpose of this agreement.

17.3 Holiday Falling on Day of Rest

When a paid holiday falls on a regular employee's day of rest, the Employer will 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 will 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 18.4 (Vacation Schedules).

17.4 Holiday Coinciding with a Day of Vacation

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

17.5 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 will receive the higher pay.

17.6 Paid Holidays for Part-Time Employees

- (a) Paid holidays for regular part-time employees will be prorated based on regular straight-time hours in each pay period including all additional hours worked.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(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 will have earned the following vacation with pay:

Annual Leave Entitlement

Employees will be entitled to vacation leave based on length of service.

After Years of Employment	Leave Entitlement	Percent of Gross Wage
1 year	10 workdays	4%
2 years	15 workdays	6%
3 years	20 workdays	8%
6 years	25 workdays	10%
7 and subsequent years	30 workdays	12%

Taking Annual Leave

The Employer will advance up to one-half of the employee's annual vacation entitlement to enable employees to take a paid vacation earlier in the year. Should employment be terminated for any reason prior to the vacation advance being earned, the Employer will offset the unearned vacation advance against amounts owing to the employee.

(c) Annual vacation entitlement will be adjusted for any unpaid leaves of absence in excess of 20 days per year in accordance with Article 20.9 (Benefits While on Unpaid Leaves of Absence).

18.2 Vacation Preference

(a) Preferences in the selection and allocation of vacation time will be determined on the basis of seniority within each programme.

(b) An employee will be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation will exercise seniority rights in the employee's first choice of a vacation period. Seniority will prevail in the second vacation period, but only after all other "first choice" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.

Regular vacations will have priority over vacation time carried over under the provisions of Article 18.3 (Vacation Carryover).

18.3 Vacation Carryover

(a) A regular employee may carry over up to 10 days' vacation leave per year, except that such vacation carryover will not exceed 10 days at any time. An employee will not receive pay in lieu of vacation time, except upon cessation of employment.

(b) A single vacation period, which overlaps the end of a vacation year, will 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 will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.4 Vacation Schedules

- (a) Employees will 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 will approve the vacation schedules within two weeks of the closing dates for vacation requests.

(b) Vacation requests submitted after the above closing dates will be considered on a first come, first served basis provided such requests do not interfere with vacations approved in (a) above. However, the parties understand the importance of cultural events and that they may be scheduled outside of the periods in paragraph (a). The Employer will provide a written response within two weeks of the request and will make every effort to approve the request provided it does not interfere unreasonably with the operation of the Employer.

(c) All vacation time not scheduled or designated for carryover by four months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee. Up to one flex day may be used in conjunction with and contiguous to any one vacation period.

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

18.5 Vacation Schedule Changes

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

18.6 Vacation Pay Upon Dismissal

Employees dismissed for cause will be paid their unused earned vacation allowance pursuant to Article 18.1 (Annual Vacation Entitlement).

18.7 Vacation Credits Upon Death

Where an employee has designated a beneficiary, earned but unused vacation entitlement will 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 bereavement leave, sick leave, or any other approved leave with pay during their vacation period, there will be no deduction from the vacation credits for such leave. In the case of sick leave, this section will 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 will 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 will 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 will be reimbursed for all reasonable expenses incurred by herself, 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 will 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 consecutively.

18.11 Prime Time Vacation Period

Subject to the provisions of this article, it is the intent of the parties that no employee will 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 will be defined as the prime time vacation period. The parties recognize that vacation for employees during this timeframe is critically important to attend family, cultural, and ceremonial events and obligations.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

- (a) Regular employees who have completed their probationary period will accrue sick leave credits at the rate of one and a half days per month. Upon completion of their probationary period, an employee will be credited with sick leave back to the employee's starting date. Upon request, an employee will be advised in writing of the balance of their sick leave credits.
- (b) Sick leave credits will be pro-rated for part-time employees.
- (c) There will be no carry-over of sick leave from year to year.
- (d) All sick leave credits are cancelled when an employee's employment is terminated.

19.2 Employee to Inform Employer

- (a) The employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.
- (b) The Employer may request proof of illness. The Employer's request will not be unreasonable or discriminatory. The Employer will not request a diagnosis of the employee's condition.

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (c) a medical practitioner qualified to practise in the Province of BC; or

(d) the consulting physician to whom the employee is referred by the medical practitioner in (a) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six consecutive scheduled days of work;
- (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of sick leave throughout that period.

19.3 Workers' Compensation Benefit

- (a) Employees will receive directly from WorkSafeBC 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 WorkSafeBC benefits to be approved. An employee will reimburse the Employer for any sick leave paid to them at such time as WorkSafeBC benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

- (a) Bereavement leave of absence of up to five days with pay will 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 will include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, aunt, uncle, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional five days without loss of pay may be taken associated with travel.
- (b) When established ethno-cultural or spiritual practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will 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 will be entitled to bereavement leave with pay for up to one day in total per year and bereavement leave without pay for any other days 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 will be entitled to special leave without pay of five days for personal, family and household responsibilities.

Employees may utilize their vacation and any paid banks for the above purposes.

20.3 Cultural Leave

- (a) All employees will be entitled of up to five days of cultural leave with pay a year. An employee will give a minimum of two weeks' notice of such leave. The Employer will consider the extenuating circumstances should the notice period not be met and may allow such leave requests.
- (b) Employees will provide information and description of the cultural leave event or activities.

20.4 Leave for Domestic or Sexualized Violence

Employees will be granted leave for domestic or sexualized violence of the employee or employee's child of three days with pay in addition to the leave entitlements under the *Employment Standards Act*. Should the *Employment Standards Act* be revised to include leave with pay of equal to or greater than three days, the *Employment Standards Act* provisions only will apply.

20.5 Full-Time Union or Public Duties

The Employer will 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 any body to which the Union is affiliated for a period of up to one year and will 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 any body to which the Union is affiliated, the leave will be for the period of the term and will 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 will be for the period of the term and will be renewed upon request of the Union.

20.6 Leave for Court Appearances

- (a) The Employer will grant leave of up to 10 days without loss of pay to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will 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 will be without pay.
- (e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

20.7 Elections

Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

20.8 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 will be in writing. Approval will not be unreasonably denied.

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

20.9 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 of up to 20 working days in any year will 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 will not accumulate benefits from the 21st day of the unpaid leave, but will 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.

20.10 Caregiving Leave and Compassionate Care Leave

An employee will be approved for an unpaid leave of absence for up to 35 weeks to provide care for a critically ill or injured child and up to 15 weeks to provide care for a critically ill or injured adult as prescribed by the *Employment Standards Act*.

An employee will be approved for an unpaid leave of absence for up to 27 weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks, as prescribed by the *Employment Standards Act*.

Employees' service while on the above approved leaves of absence for caregiving leave or compassionate care will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

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 will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will 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 will 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 of 17 consecutive weeks.
- (b) The period of maternity leave will 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 will, 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. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (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 will be granted leave of absence for up to 62 weeks following the birth or adoption of the employee's child. The employee will 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 will be granted parental leave as follows:
 - (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave), the employee is also eligible for a further leave of absence of 61 weeks,
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, commencing within the 78 week period following the birth of the child,
 - (3) in the case of an adopting parent, commencing 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 (Maternity and Parental Leave) is leave without pay.

21.4 Aggregate Leave

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

21.5 Return from Leave

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

21.6 Benefit Plan

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

21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 12.5 (Bridging of Service) and/or Article 21.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

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 (Maternity Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

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

An employee on extended child care leave will 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 will 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, will be fully complied with. First aid kits will 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 will 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 will be notified of each accident or injury and will investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership will be as follows:
 - (1) the Committee will 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 will be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary will be an employee member, and vice versa.
- (d) Worker representatives who attend meetings of the Committee will be without loss of pay for the time. Time spent to prepare for meetings and fulfill other duties and functions of the committee, as outlined in Section(s) 130-140 (Functions of Committee and Participation of Members) and 174 (Investigation Process) of the *Workers Compensation Act*, will be compensated as prescribed by Section 134 of the *Act*. Where the meeting or required duties are conducted outside the committee members' regular working hours, committee members will receive straight-time pay.
- (e) All minutes of the Committee will be recorded in a mutually agreed format and copies will 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 as prescribed by Section 135 of the *Workers Compensation Act* without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafeBC.

(h) Each new joint Occupational Health and Safety committee member and Worker Health & Safety representative selected after April 3, 2017 will receive training as outlined in Section 3.27 of the Worker Compensation Occupational Health and Safety Regulation, without loss of pay or benefits.

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 Regulations*.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13 (1) of the *Occupational Health and Safety Regulations*.

22.5 Workplace Violence/Aggressive Conduct

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

The Employer will 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 will 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 or Elder, 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 WorkSafeBC.

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

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

22.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will 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 will 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 or offsite including a home environment. The Employer must develop a safety plan including written procedures for checking the well-being of a worker assigned to work alone, offsite, or in isolation. 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 will 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 will 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 will 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 will be provided with an appropriate treatment.
- (e) The Employer will, 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 will be without loss of pay.

22.10 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will 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 will 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 will notify the Union of the proposed change.

23.3 Discussions

Within 14 days of the date of the notice under Article 23.2 (Advance Notice) of this article, the Union and the Employer will 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 (Layoff and Recall).

23.5 Training

Where technological change may require additional knowledge and skill on the part of regular employees, such employees will 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 will 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 will notify the Union in writing, post notice of the position in the Employer's offices, and send an email to all employees' work email addresses within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days. The Employer may post the positions externally at the same time.
- (b) Qualified internal candidates will 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 programme/worksites in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours will form part of their ongoing regularly scheduled hours.

24.2 Information in Postings

Such notice will 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 postings will also state "*This position requires union membership*".

24.3 Appointment Policy

- (a) In filling vacancies, the determining factors will be seniority, ability, performance, cultural competence, and relevant qualifications. These five factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor. However:
- (b) In filling supervisory vacancies, the determining factors will be ability, performance, cultural competence, and relevant qualifications. These four factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.
- (c) Where the ability, cultural competence, qualifications and performance of the internal applicants is clearly insufficient for a posted position, the Employer may appoint an external applicant with the required ability and qualifications whose references indicate a suitable level of performance.
- (d) In this article, "*performance*" means a reasonable assessment of an applicant's fulfilment of their relevant job related duties only, including evaluation reports. It does not include those employee records older than 18 months that must be removed from an employee's file in accordance with 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 will 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 will 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 will 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 will 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.

The trial period will be extended by an amount equal to any absences of the employee that occur during their trial period and that are greater than two weeks in duration. Employee absences may result in the trial period extending beyond the six calendar months referred to above. An extension does not affect the employee's entitlement to health and welfare benefits as per Article 27.1 (Eligibility).

The Union will be notified of any extensions to an employee's trial period.

24.6 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 will 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 will be given, in writing, the reasons they were unsuccessful.

24.7 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.

24.8 Temporary Vacancies

- (a) The Employer will make every reasonable effort to fill temporary vacancies of greater than two weeks, apart from vacation leaves. Vacancies of a temporary nature, which exceed or are expected to exceed three months will be posted as per Article 24.1 (Job Postings).
- (b) Casual employees may elect to maintain their 4% in lieu of vacation 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) 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. If the 18 months as noted above is reached and the employee is still off on long-term disability benefits, the position will be posted as a regular position.
- (d) Accepting a temporary vacancy does not change the status of an employee.

24.9 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 will suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known. Interviews may be scheduled outside of an employee's working hours. Employees will be compensated for attendance at such interviews at straight time rates. Travelling time will not be compensated.

24.10 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.

24.11 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee will be given up to five calendar days after the interview to read, review and sign the evaluation. Whenever practical, evaluation interviews will 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 will be made on the evaluation form for an employee to sign it. The form will 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 will

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 will receive a copy of this evaluation report at the time of signing. An employee evaluation will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

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

25.2 Staff Development Leave

(a) An employee will 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 will 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 will bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer will 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) The Employer will provide a minimum of \$200 per regular employee per year for the cost of tuition or registration fees for professional development training. Employees will provide fee receipts to their immediate supervisor for reimbursement.

(e) 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 will 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 will 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) Pay will be directly deposited in the accounts of employees on every second Thursday.

- (b) A comprehensive statement detailing all payments, allowances, deductions and vacation, sick leave, and overtime banks will be provided each pay period.

26.3 Rates of Pay

Employees will 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 will receive the rate of the new salary range which is the closest step at least eight per cent 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 will receive the rate of the new salary range which is the closest step at least eight per cent 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 will maintain their regular rate of pay.

26.7 Reclassification of Position

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

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, will receive the following allowance per kilometre:

Effective April 1, 2019	55¢
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Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of \$10.

- (b) If the employee uses public transportation, the Employer will reimburse the employee for the cost of a one-zone bus pass upon submission of receipts and the cost of public transportation for all travel on the Employer's business outside of the one-zone bus pass.
- (c) The parties agree that they have a duty to accommodate employees who are unable to retain a Class IV licence for medical reasons. The duty to accommodate will also apply where an employee does not presently require a Class IV licence and their position is changed to require a Class IV, but the employee is unable to obtain a Class IV due to medical reasons.
- (d) The Employer will reimburse employees for any additional costs they incur for business insurance and liability coverages that are required by the Employer upon submission of receipts.

26.9 Meal Allowance

Employees on training or on the Employer's business outside of Vancouver and with the approval of the Employer will be entitled to reimbursement for meal expenses incurred in accordance with provincial government rates. This article will not apply to employees who, on a day-to-day basis, do not work in a fixed location.

Receipts are not required when claiming meal allowances.

26.10 Cellular Telephones

The Employer will reimburse employees who are required to provide a mobile telephone for work use to a maximum of \$60 per month upon submission of receipts.

26.11 Salary Rate Upon Employment

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

26.13 Criminal Record Check

The Employer will pay for the cost of any criminal records checks required as a condition of continued employment.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

Health and Welfare benefits will be provided to eligible employees according to RWAM Group 10468-1 A.

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, regular part-time, and casual employees in a temporary position of greater than six months 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 will continue without premium payment for a period of 31 days following the date the employee's employment terminates (see Article 27.7(a) [Group Life and Accidental Death and Dismemberment]).
- (b) Accidental Death and Dismemberment coverage will terminate on the date the employee's employment terminates.
- (c) Long-term disability coverage will terminate on the date the employee's employment terminates.

27.3 Definition of Spouse and Other Dependents

"*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 an unmarried child until the end of the month in which the child attains the age of 19 years of age if the child is 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. An unmarried child with physical or developmental disabilities 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 will pay 100% of the monthly premium for eligible regular employees, their spouse, and dependent children.

27.5 Dental Plan

(a) The Employer will pay 100% of the monthly premiums for the dental plan that will cover the employee, their spouse and dependent children. Orthodontics coverage will be provided to adults.

27.6 Extended Health Plan

(a) The Employer will pay 100% of the monthly premiums for the extended health care plan that will cover the employee, their spouse and dependent children.

27.7 Group Life and Accidental Death and Dismemberment

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

27.8 Long-Term Disability

The Employer will provide a long-term disability plan according to RWAM Group 10468-1-A.

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

(a) Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer will pay, to a maximum of \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and authorized for use while on duty.

(b) The Employer will pay, for the repair or the replacement cost of prescription eyewear, hearing aids and other prescribed accessibility aids under this article to a maximum of \$400. Replacement and repair costs for eyewear, hearing aids and other prescribed accessibility aids will only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear, hearing aids and other prescribed accessibility aids.

(c) Appropriate receipts will be required to receive reimbursement from the Employer.

(d) In the event the damage is to the employee's automobile, the insurance deductible will be paid to a maximum of \$500.

28.2 Personal Property

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

28.3 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees will 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 will 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 Contracting Out

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

28.6 Personal Duties

The Employer agrees 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.

28.7 Payroll Deductions

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

28.8 Job Descriptions

The Employer agrees to supply each employee with a copy of their current job description. The Employer will provide copies of job descriptions to the Union upon request.

28.9 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 will take all reasonable precautions to safeguard it.

28.10 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) will 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.

28.11 Volunteers

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

ARTICLE 29 - HARASSMENT

29.1 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer will take such actions as are necessary respecting an employee engaging in Harassment in the workplace.

29.2 Personal Harassment Definition

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

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

(b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

29.3 Sexual Harassment Definition

(a) Sexual harassment includes sexually oriented verbal or physical behaviour which one 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:

- verbal abuse or threats;
- unwanted questions or comments of a sexual nature;
- distribution or display of sexual or offensive pictures or materials;
- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- practical jokes of a sexual nature;
- demands for sexual favours;
- unwanted sexual invitations;
- physical assault of a sexual nature.

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

29.4 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. Any action taken by the Employer as a result of the complaint process may be grieved.
- (c) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (d) A complainant may try to informally resolve their complaint with the assistance of an elder, a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

29.5 Harassment Complaints Procedures

- (a) A formal complaint must be submitted in writing within six months of the latest alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the Executive Director or designate. The Executive Director or designate 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 (Harassment), and the remedy sought.
- (d) The Executive Director or 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 complainant, the respondent, 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), or where there are possible systemic issues or multiple complaints, the following process will be used:
 - (1) The complainant will contact the Union.

- (2) As soon as possible but within 30 days the Union will notify the Executive Director (or equivalent) and the Employer's Board of Directors Article 29.4 (a) and (c) apply to the notice.
- (3) The Employer's Board of Directors and the Union will appoint an arbitrator listed in Appendix B to resolve the complaint. (The person appointed is referred to below as "*the Appointee*".)
- (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair and expeditious, that it minimizes disruption in the workplace, that it respects individual privacy to the degree possible in the circumstances, and that it keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Employer's Board of Directors and the Union. The report and recommendations will remain confidential, except for distribution to the complainant and the respondent. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.
- (5) The Appointee's fees and expenses will be shared by the Employer and the Union.

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

29.6 Confidentiality

All persons involved in the handling of a complaint under these procedures will hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) will be made aware of all or part of the proceedings on a "*need to know*" basis.

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 will 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 will maintain a seniority list of casual employees which will be supplied every two months to the Union and posted on all union bulletin boards.
- (b) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will 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 WorkSafeBC 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 will 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 will 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 will be called in order of seniority.

30.4 Leaves of Absence

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

(1) for casual employees to seek election in a federal, provincial, municipal, First Nation 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 Nation or other Indigenous election or a referendum will have four consecutive clear hours during the hours in which polls are open in which to cast their ballot.

(c) In the case of caregiving or compassionate leave, casual employees are entitled to leave as per Article 20.10 (Caregiving Leave and Compassionate Care Leave) without pay.

(d) Attendance at court arising from employment will 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 will 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, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority.

30.5 Paid Holidays and Vacation for Casual Employees

Casual employees will receive 4% of their straight-time pay in lieu of scheduled vacations. Paid holidays will be paid in accordance with the *Employment Standards Act*.

30.6 Application of Agreement to Casual Employees

The provisions of Articles 13 (Layoff and Recall), 14.5 (In Lieu of Time), 14.6 (Flex Day), 17 (Holidays), 18 (Annual Vacations), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), and 27 (Health and Welfare Benefits) do not apply to casual employees.

30.7 Statutory Holidays

A casual employee who works on a designated holiday will be compensated at time and one-half for the hours worked.

30.8 Regular to Casual Status

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

An employee who transfers from regular to casual status will 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 24.8 (Temporary Vacancies).

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

This agreement will be binding and remain in effect until midnight, March 31, 2023.

31.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2022.
- (b) Where no notice is given by either party prior to December 31, 2022, both parties will be deemed to have been given notice under this article on December 31, 2022.

31.3 Commencement of Bargaining

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

31.4 Changes in Agreement

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

31.5 Effective Date of Agreement

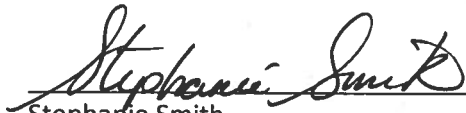
The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.

31.6 Agreement to Continue in Force

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

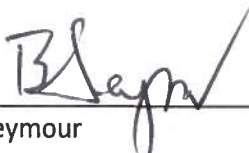
SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
OF THE EMPLOYER:


Stephanie Smith
President


Mary Clifford
Director of Early Years


Yasha Baeza
Bargaining Committee Member


Barry Seymour
Interim Executive Director


Rocky Breithkreuz
Bargaining Committee Member


Jamie Dixel
Bargaining Committee Member


Lorinda Itittakoose
Bargaining Committee Member


Kay Sinclair
Staff Representative

Dated this 11 day of December, 2019.

**APPENDIX A
Wage Grid**

CLASSIFICATION	Step	Current Hrlly Wage	Sept 1, 2019	Apr 1, 2020 3%	Apr 1, 2021 3%	Apr 1, 2022 2%
Cook	1		\$18.10	\$18.64	\$19.20	\$19.59
	2		\$18.99	\$19.56	\$20.15	\$20.55
	3		\$20.03	\$20.63	\$21.25	\$21.67
	4		\$21.08	\$21.71	\$22.36	\$22.81
Child Minder	1		\$18.47	\$19.02	\$19.59	\$19.99
	2		\$19.37	\$19.95	\$20.55	\$20.96
	3		\$20.42	\$21.03	\$21.66	\$22.10
	4	\$20.00	\$21.51	\$22.16	\$22.82	\$23.28
Child Minder - Casual ECE			\$18.00	\$18.54	\$19.10	\$19.48
Child Minder - Casual RA		\$16.86	\$17.30	\$17.82	\$18.35	\$18.72
Building Blocks Worker	1		\$20.91	\$21.54	\$22.18	\$22.63
	2		\$21.94	\$22.60	\$23.28	\$23.74
	3		\$23.13	\$23.82	\$24.54	\$25.03
	4	\$21.75 \$23.29	\$24.36	\$25.09	\$25.84	\$26.36
Administrative Assistant	1		\$20.91	\$21.54	\$22.18	\$22.63
	2		\$21.94	\$22.60	\$23.28	\$23.74
	3		\$23.13	\$23.82	\$24.54	\$25.03
	4	\$22.03	\$24.36	\$25.09	\$25.84	\$26.36
Family Support Worker	1		\$20.91	\$21.54	\$22.18	\$22.63
	2		\$21.94	\$22.60	\$23.28	\$23.74
	3		\$23.13	\$23.82	\$24.54	\$25.03
	4	\$20.12 \$21.82 \$21.93	\$24.36	\$25.09	\$25.84	\$26.36
Fetal Alcohol Syndrome Disorder Key Worker	1		\$20.91	\$21.54	\$22.18	\$22.63
	2		\$21.94	\$22.60	\$23.28	\$23.74
	3		\$23.13	\$23.82	\$24.54	\$25.03
	4	\$21.70	\$24.36	\$25.09	\$25.84	\$26.36
Team Lead Family Violence Intervention Program	1		\$24.25	\$24.98	\$25.73	\$26.24
	2		\$25.40	\$26.16	\$26.95	\$27.49
	3		\$26.83	\$27.63	\$28.46	\$29.03
	4	\$25.51	\$28.23	\$29.08	\$29.95	\$30.55
Aboriginal Infant Development Program Consultant	1	\$20.60	\$27.22	\$28.04	\$28.88	\$29.46
	2		\$28.53	\$29.39	\$30.27	\$30.87
	3		\$30.12	\$31.02	\$31.95	\$32.59
	4	\$22.46 \$23.99	\$31.71	\$32.66	\$33.64	\$34.31

CLASSIFICATION	Step	Current Hrly Wage	Sept 1, 2019	Apr 1, 2020 3%	Apr 1, 2021 3%	Apr 1, 2022 2%
Aboriginal Supported Child Development Program Consultant	1		\$27.22	\$28.04	\$28.88	\$29.46
	2		\$28.53	\$29.39	\$30.27	\$30.87
	3		\$30.12	\$31.02	\$31.95	\$32.59
	4	\$23.77 \$26.48 \$28.15	\$31.71	\$32.66	\$33.64	\$34.31
Family Violence Counselor	1		\$27.22	\$28.04	\$28.88	\$29.46
	2	\$23.76	\$28.53	\$29.39	\$30.27	\$30.87
	3		\$30.12	\$31.02	\$31.95	\$32.59
	4		\$31.71	\$32.66	\$33.64	\$34.31
Team Lead 1 (1 Program)	1		\$31.71	\$32.66	\$33.64	\$34.31
	2	\$29.87	\$32.50	\$33.48	\$34.48	\$35.17
	3		\$33.32	\$34.31	\$35.34	\$36.05
	4	\$31.42	\$34.15	\$35.17	\$36.23	\$36.95
Team Lead 2 (2 Programs)	1		\$33.32	\$34.32	\$35.35	\$36.06
	2		\$34.15	\$35.17	\$36.23	\$36.95
	3		\$35.00	\$36.05	\$37.14	\$37.88
	4	\$34.45	\$35.88	\$36.96	\$38.06	\$38.83

Step 1 = 0 - 2000 hours

Step 2 = 2001 - 4000 hours

Step 3 = 4001 - 6000 hours

Step 4 = 6001 hours onwards

APPENDIX B List of Arbitrators

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

Emily Burke
Elaine Doyle
Julie Nichols
Chris Sullivan

Joan Gordon
John Hall
Ron Keras

Wayne Moore
Bob Pেকেles
Vince Ready

Expedited Arbitrators

Pursuant to Article 10.9 (Expedited Arbitration) and Article 24.9 (Expedited Process), the following individuals will hear expedited arbitration cases.

Corinn Bell
Wayne Moore

Robert Diebolt

Julie Nichols

Mediator

The following individual(s) will mediate or hear complaints under Article 29.

Regina Toth

**MEMORANDUM OF UNDERSTANDING
BC Target Benefit Pension Plan**

Upon ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all new employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan.

Eligibility

For existing employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.

Contributions

The Employer will contribute to the BC Target Benefit Pension Plan on a basis that matches the employee's contribution of two percent of their covered pay. Employees may at their own discretion make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan.

Effective April 1, 2022, the matching contribution levels for the Employer and employees will increase to 3%.

Upon successful application to the BC Target Benefit Pension Plan:

- (1) Within 120 days all eligible employees will be enrolled in the BC Target Benefit Pension Plan.
- (2) The Employer will contribute all funds in accordance with the BC Target Benefit Pension Plan and applicable Provincial Legislation.

Remittance of Contributions

- (1) All Employer and employee required contributions will be paid to the BC Target Benefit Pension Plan no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance will be made in accordance with statutory regulations contained in the applicable Provincial Legislation.
- (2) The pension remittance report will be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.
- (3) The information will be provided as follows:
 - (i) SIN;
 - (ii) name;
 - (iii) employee contribution amount;
 - (iv) employer contribution amount;
 - (v) employee voluntary contribution amount.

INFORMATION APPENDIX A Traditional Indigenous Resolution (TIR) Guidelines

Traditional Indigenous Resolution (TIR) is a process that brings together individuals who wish to engage in conflict resolution from a diverse cultural lens.

TIR intentionally creates a space to work towards mutual understanding under traditional auspices and using cultural resources such as Elder, smudging, ceremonies, prayers, and medicines. This process could occur outside on the land adding another dimension to the full process and creating a way to anchor the circle traditionally.

TIR needs to be understood within the diverse urban Indigenous cultures that reside in Vancouver and needs to follow the Medicine Wheel philosophy and the Seven Sacred Teachings as its core values. The overview of both the Indigenous philosophies is attached.

Values and Principles, generally TIR will:

- take a holistic approach, including the emotional, mental and physical and spiritual;
- maintain respect for all;
- is guided by cultural practices;
- invite accountability to others and to the process;
- is facilitated by an Elder, Knowledge Keeper or Helper;
- include diverse cultural understandings;
- offer everyone an equal, and voluntary, opportunity to participate;
- and are accessible to all.

TIR provides effective support as a group process as it will offer a safe place for communication and learning together from a collective sense of the world. It honours the way Indigenous cultures solve issues, plan for the future and thrive still today. TIR provides for witnesses of the resolution of issues and of commitments going forward.

Some of the benefits of TIR are:

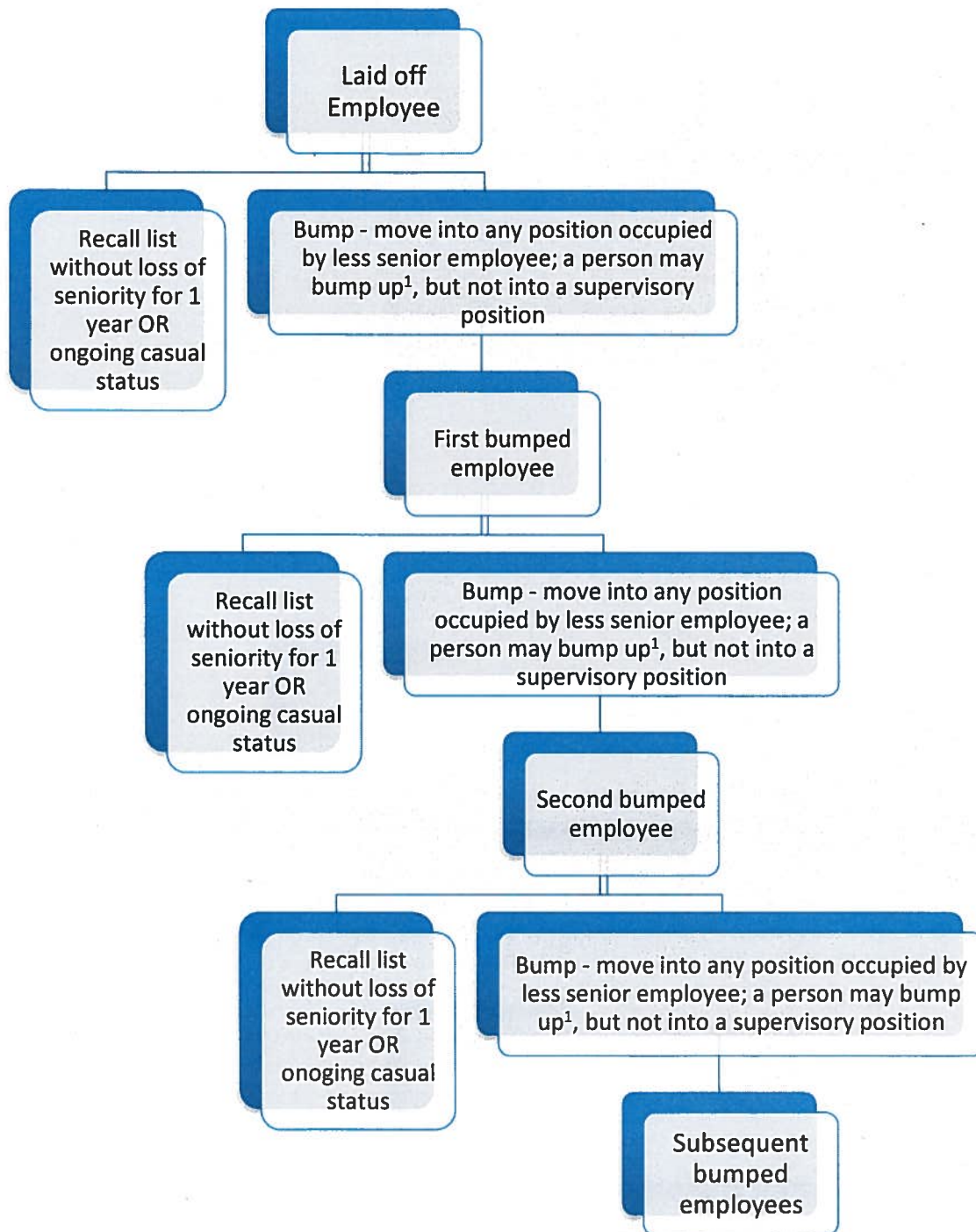
- TIR supports Indigenous programming and understandings across the staff complement;
- TIR uses Cultural protocols and customs to create safety, understanding and collaboration;
- it fosters open dialogue and builds relationships from a collective sense;
- it encourages values based action;
- TIR provides a space to acknowledge responsibility;
- facilitates innovative problem solving;
- addresses the deeper causes of conflict;
- empowers participants and communities;
- breaks through isolation;
- brings healing and transformation.

INFORMATION APPENDIX B
Information Required for Article 13.4 - Bumping

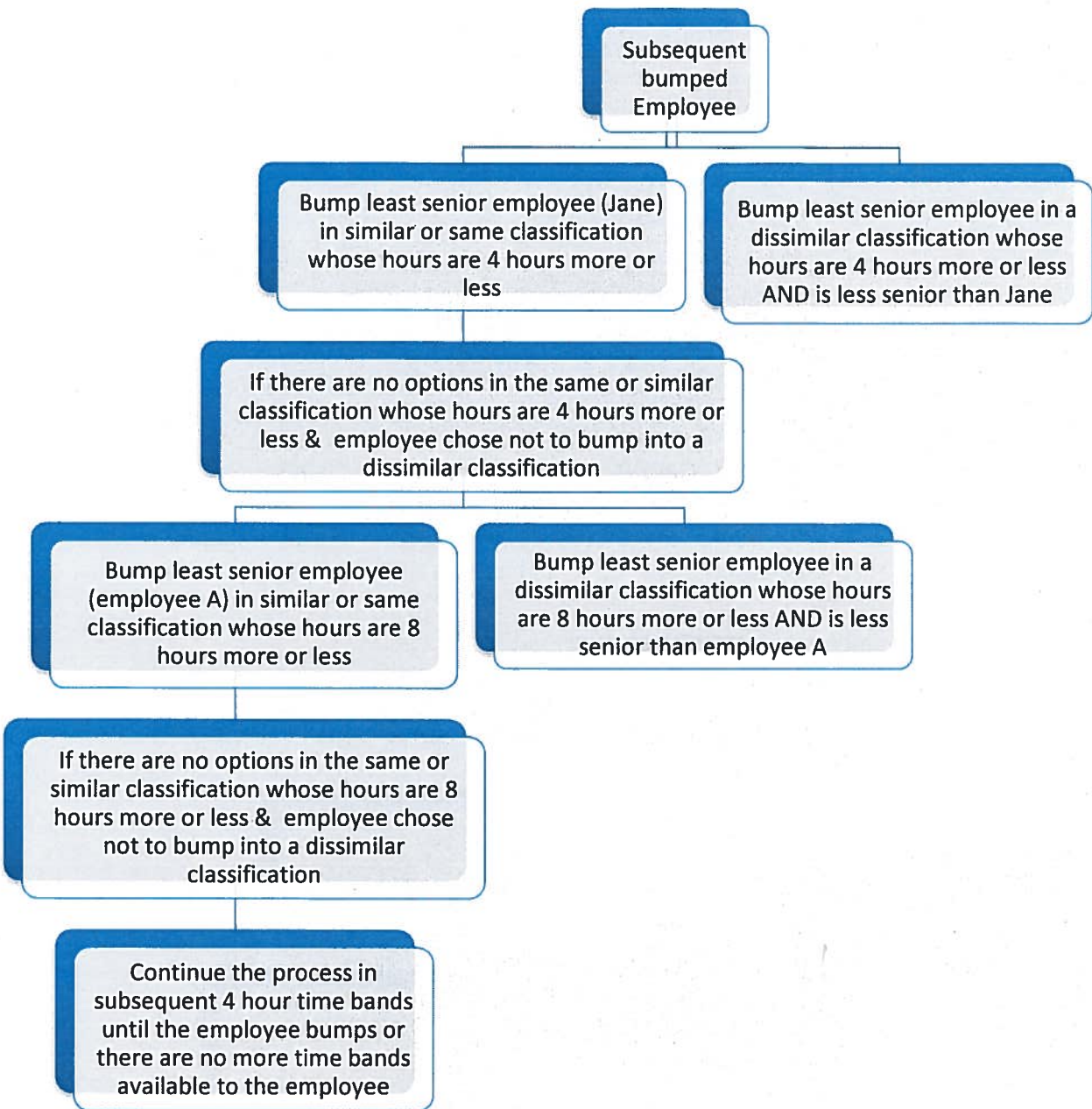
The Employer will provide to the affected employee the following information:

1. name;
2. seniority;
3. nature of position (regular full-time, regular part-time, temporary full-time, temporary part-time);
4. classification (in accordance with Appendix A - Wage Grid);
5. grid level (in accordance with Appendix A - Wage Grid);
6. program or location;
7. current shift schedule, including hours per week; and
8. employer contact information.

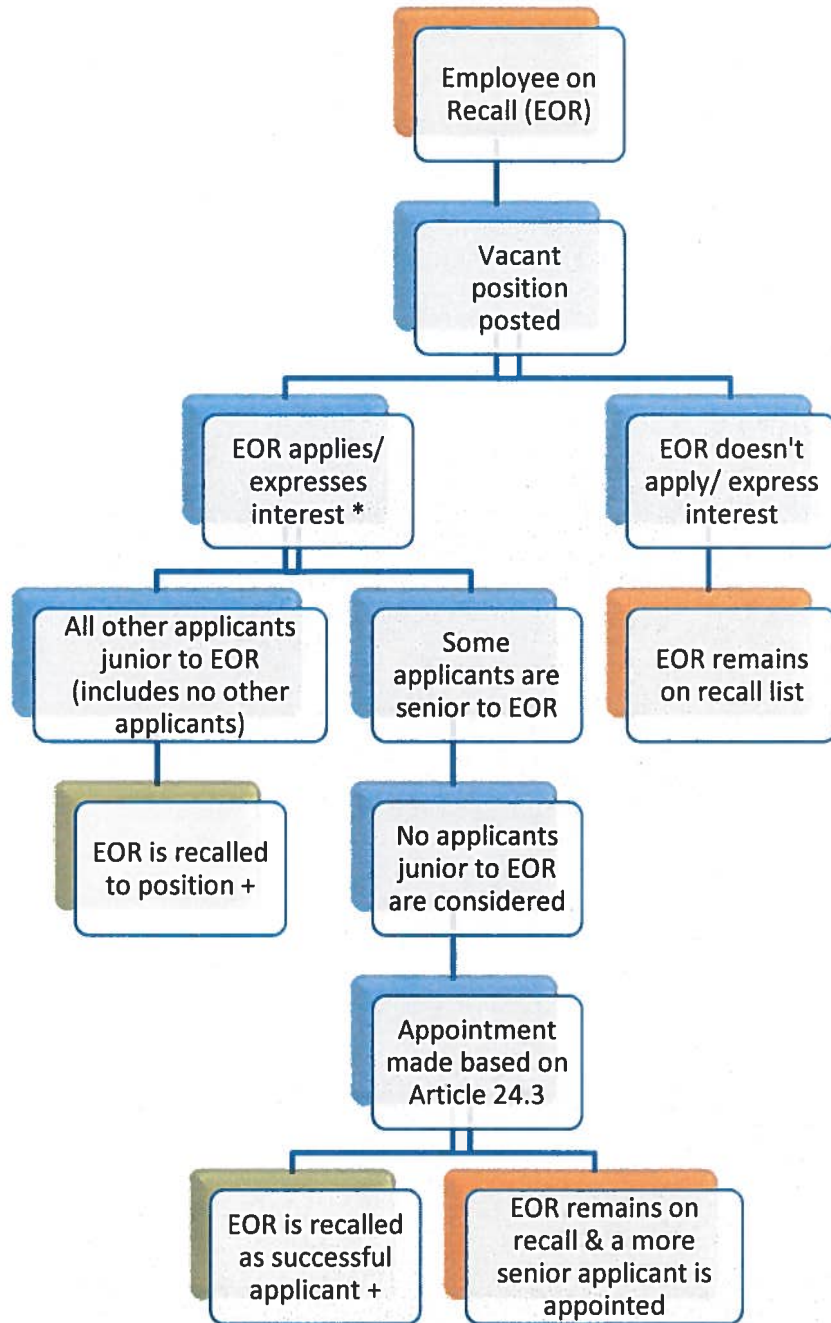
Flowcharts Illustrating Article 13 Layoff and Recall



- An employee can only bump into positions that are occupied by employees with less seniority.
- An employee can only bump into positions for which they are qualified to satisfactorily perform the work.
- This chart refers to bumping rights only - any employee provided with layoff notice can also choose to go on to the recall list without loss of seniority OR to go on to the casual list instead of bumping.



- An employee can only bump into positions that are occupied by employees with less seniority.
- An employee can only bump into positions for which they are qualified to satisfactorily perform the work.
- This chart refers to bumping rights only – any employee provided with layoff notice can also choose to go on to the recall list without loss of seniority OR to go on to the casual list instead of bumping.



*An EOR is only considered for positions for which they are qualified and able to perform the work. An employee on recall may choose to leave a letter with their employer identifying which positions, should they become vacant, they want to be considered for.

+ Employees on recall who are recalled to a position and don't fulfill the trial period as per Article 24.5 - Trial Period are returned to the recall list for the remainder of their one year recall period.