

COLLECTIVE AGREEMENT

between the

**GREATER VICTORIA WOMEN'S SHELTER SOCIETY
(MARGARET LAURENCE HOUSE)**

and the

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

Effective April 1, 2019 to March 31, 2022

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DEFINITIONS

1. "Basic pay" means the hourly rate of pay negotiated by the parties to this agreement as specified in Appendix A.
2. "Day" means a calendar day unless otherwise specified.
3. "Day of rest", in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on a leave of absence.
4. "Employee" means a member of the bargaining unit and includes:
 - (a) "regular full-time employee" meaning an employee who is appointed to a full-time position and is regularly scheduled to work full-time shifts. A regular full-time employee is entitled to all the benefits outlined in this agreement;
 - (b) "regular part-time employee" meaning an employee who is appointed to a part-time position with an established part-time schedule and who works less than the number of hours constituting full-time employment;
 - (c) "auxiliary" meaning an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
 - (1) paid leave relief;
 - (2) unpaid leave relief;
 - (3) a temporary increase of workload; and
 - (4) a term appointment.

5. "Term employee" meaning an employee who is appointed to cover a position which is vacant due to illness or leave for more than one month, or a position created for a special program of a fixed term.

Where the term is anticipated to be longer than six months, the term employee will be entitled to coverage by the Employer's benefit plan, subject to the same qualifying requirements as regular employees.

Term employees are covered by the provisions of this agreement, except the following articles: 12, 13, 15, 16, 17, 18, 19, 22 & 25.

Term employees will receive 4% vacation pay.

6. "Employer" means Greater Victoria Women's Shelter Society hereinafter referred to as the Employer or the Society.
7. "Headquarters" is defined as the Greater Victoria area.
8. "Holiday" means the 24 hour period commencing at 00.01 hours of a day designated as a paid holiday in this agreement.
9. "Hours of operation" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
10. "Lateral transfer or transfer" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
11. "Layoff" is 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, a reorganization, program termination, closure or other material change in organization. Where work becomes available, laid off employees will be recalled in accordance with Article 13 of this agreement.

12. "*Leave of absence with pay*" means to be absent from duty with permission and without loss of pay.
13. "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
14. "*Partner*" means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with the employee.
15. "*Probation*"
 - (a) Probation for a regular full-time or regular part-time employee is a period equivalent to three months worked immediately following appointment to a position;
 - (b) Probation for an auxiliary employee is:
 - (1) 455 hours worked at straight-time rate; or
 - (2) six calendar months,whichever occurs first;
 - (c) Supervisory employees and professional employees, probation shall be six months worked or equivalent number of hours.
16. "*Resignation*" means a voluntary notice by the employee that she is terminating her service on the date specified.
17. "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
18. "*Travel status*" with respect to an employee means absence of the employee from her headquarters on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside her headquarters.
19. "*Union*" means the B.C. Government and Service Employees' Union.
20. "*Volunteer*" means a person who provides gratis labour.
21. "*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.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) 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.
- (b) 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.

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

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 expression, or criminal or summary conviction that is unrelated to the employment of that person.

"*Gender expression*" means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.

ARTICLE 2 - DEFINITION OF 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 26 (Health and Welfare Benefits).
- (c) Auxiliary employees are employed on a relief basis.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit will comprise all employees included in the certificate issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement, 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

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

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

The duties of stewards will include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by the Employer;
- (f) accompanying employees pursuant to Clause 11.7.

3.7 Bulletin Boards

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

3.8 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.

3.9 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) for 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; or
- (5) to representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
- (6) to employees who are designated by the Union to sit as observers on interview panels.

(b) Leave of absence granted under this article will include sufficient travel time. The Employer agrees that any of the above leaves of absence will not be unreasonably withheld. To facilitate the administration of (a) above, when leave without pay is granted, the leave will be given with pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred.

3.10 Right to Refuse to Cross Picket Lines

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.

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.

3.11 Labour Code

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

3.12 Emergency Services

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

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who on the date of certification, were members of the Union or thereafter became members of the Union 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.
- (c) Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- (a) The Employer 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 to the Union in the month for which they are so deducted.
- (d) All deductions will be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the 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 signed by the President of the Union. Upon receipt of such notice, such changed amount will be the amount deducted.
- (f) From the date of the signing of the 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.
- (g) 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 1 of the succeeding year.
- (h) 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 and/or assessments 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 any new employee 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 of the new employee's steward in the letter of hiring. The employee's immediate supervisor will introduce her to the steward. The Employer agrees that a union steward will be given an opportunity to interview each employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

No employee or group of employees 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 Bargaining Committee

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

8.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of union staff will notify the designated supervisory official in advance of their intention and their purpose for entering and will not interfere with the operation of the department or section concerned. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards, temporary use of an office or similar facility whenever possible.

8.4 Joint Committee

(a) At least every second month, a joint committee meeting will be held. This meeting will either be incorporated in a regular GVVSS Board - MLH staff meeting or consist of a meeting - in person or via telephone or email - between the designated MLH Board representative and a staff representative. Employees who are required to attend Joint Committee meetings will be compensated whether the meeting happens during work hours or outside work hours.

(b) 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 discussion.

(c) 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.

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, 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 employer representatives on the GVVSS Board or its delegated Margaret Laurence House representative or if appropriate, any other board member. The aggrieved employee will have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, she will not, where possible, act as a steward in respect of her own grievance, but will submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

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

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

9.4 Step 2

- (a) Subject to the time limits in Article 9.3, 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 GVVSS Board or its delegated Margaret Laurence representative.
- (b) Employer representatives or any other board member will:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievance at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply to Step 2

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

9.6 Step 3

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

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

9.7 Time Limit to Reply at Step 3

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

9.8 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, or six months passes from the time the Union President, or designate informed the Employer of her 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 shall not be deemed to have prejudiced its position on any future grievance.

9.9 Time Limit to Submit to Arbitration

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

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

9.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail it 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 registered mail, facsimile, or electronic communication, as appropriate.

9.11 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives 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.

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 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 Policy Grievance

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

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

9.14 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance 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.

ARTICLE 10 - ARBITRATION

10.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

10.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected by mutual agreement. If the parties fail to agree on an arbitrator, the appointment will be made by the Ministry of Labour at the request of either party.

10.3 Board Procedure

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

10.4 Decision of Arbitrator

The decision of the Arbitrator 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 he/she deems 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 by mutual agreement refer to expedited arbitration any outstanding grievances considered 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) policy grievances;
- (4) grievances requiring substantial interpretation of a provision of the collective agreement;
- (5) grievances requiring presentation of extrinsic evidence;
- (6) grievances where a party intends to raise a preliminary objection;
- (7) demotions;
- (8) grievances pursuant to Article 28, Harassment.

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.
- (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 10.3.
- (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 which may result in her suspension or discharge, the procedure outlined herein will be followed.

11.2 Dismissal and Suspension

(a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend for just cause any employee who has completed her probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, she will be given the reasons in writing, in the presence of a steward provided that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice 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 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 her file, she will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of her personnel record.
- (d) At the employee's written request 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, with the agreement of the Union. The Union will not unreasonably deny the extension. Approved vacation and maternity and parental leaves are the exceptions that 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 Evaluation Reports (Performance Appraisals)

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. Provision will be made on the evaluation form for an employee to sign it within 14 days. 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, upon request, 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.

11.6 Personnel File

- (a) An employee, in attendance with the President of the Union or his/her designate, will be entitled to review an employee's personnel file, in the presence of a designated management representative, in order to facilitate the investigation of a formal grievance. The employee or the President, as the case may be, will give the Employer adequate notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.
- (c) An employee will have the right to view her personnel file at any time and will give the Employer adequate prior notice.

11.7 Right to Have Union Representative Present

- (a) An employee will have the right to have a steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will make every effort to 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 appropriate action being taken. This clause will not apply to those discussions 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 discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in a undue delay of the appropriate action being taken.

11.8 Abandonment of Position

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

11.9 Probation

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

(b) The 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.

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) "*Seniority*" means an employee's length of service with the Employer. Employees will be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this agreement. All employees will accumulate seniority on the basis of hours worked.

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

12.2 Seniority List

(a) The Employer will prepare once every six months an update seniority list containing the following information pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification.

(b) The regular seniority list will be posted by the Employer for 30 days. Any objection to the accuracy of the information contained herein 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.

(c) The Employer will provide the Union with a copy of the same.

12.3 Loss of Seniority

(a) An employee will not accrue seniority when on leave of absence without pay for leave periods over 30 days duration. An employee will continue to accrue seniority if she is absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred in the course of her duties with the Employer. An employee will lose her seniority only in the event that:

- (1) she is discharged for just cause;
- (2) subject to 12.5, she voluntarily terminates her employment or abandons her position;
- (3) she is on layoff more than one year;
- (4) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within seven days and fails to return to work within 14 days;
- (5) she is permanently promoted for an excluded position and has passed probation.

(b) An employee will continue to accrue seniority if she is absent from work with pay or in the event that:

- (1) she is being compensated by the Workers' Compensation Board;
- (2) she is being compensated by ICBC for an injury or illness incurred during employment with the Employer;
- (3) she is on leave in accordance with Article 20;
- (4) she is on leave of absence for an elected or appointed position in the Union or anybody to which the Union is affiliated.

12.4 Re-Employment

An employee who resigns her 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 and other fringe benefits.

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 parent, partner or child and is re-employed, upon application she 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 three 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 probationary period on re-employment.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

"Layoff" includes 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, a reorganization, program termination, closure or

other material change in organization, and where work should become available, employees will be recalled in accordance with Article 13.

13.2 Layoff

- (a) 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. An employee affected by a layoff may bump an employee who has less seniority provided she has the necessary qualifications and ability to fill the position and that the change would not constitute a promotion.
- (b) Bumping rights must be exercised within 10 days of notification of layoff by providing written notice to the Employer.
- (c) It is understood that the employee who bumps will receive the rate of pay for the new position.

13.3 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier or facsimile. Employees must accept recall within seven days of receipt of the priority courier or facsimile. Employees shall have 14 days after accepting recall to return to work.
- (b) The recall period shall be one year.
- (c) 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.
- (d) New employees shall not be hired into a regular position until those laid off in that classification have been given an opportunity of recall.
- (e) Job posting under Article 24 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.
- (f) Employees on the recall list have the right to apply for job postings as an internal applicant.
- (g) 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.
- (h) When an employee on the recall list is the successful applicant to a position, she 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.
- (i) Should the employee not continue in the assignment beyond her trial period, and where the employee is still within her one year recall period, she will be returned to the recall list for the remainder of her one year recall period.

13.4 Advance Notice

The Employer will provide to a permanent employee who is to be laid off written notice and/or pay in lieu of notice 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 three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

13.5 Grievances on Layoff and Recall

Grievances concerning layoff and recall will be initiated at Step 2 of the grievance procedure.

13.6 Pre-Layoff Canvass

Where the Employer identifies to the Union a need to proceed with a layoff of employees pursuant to Article 13, the Employer may, prior to the layoff of employees under Article 13, canvass any employee or group of employees within the area identified for reduction.

13.7 No New Employees

New employees will not be hired until those laid off have been given an opportunity of recall, provided they are qualified to perform the available work.

13.8 Volunteer Gratis Labour

It is agreed that volunteers will be supernumerary to the positions in the bargaining unit and that the use of volunteers will not result in the layoff or prevent the recall of employees.

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

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

14.2 Hours of Work

The normal hours of work for a regular full-time employee will be 35 hours a week and seven hours a day.

14.3 Rest Periods

- (a) 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.
- (b) Employees working a minimum of four hours, but not more than six hours, will receive one rest period during such work period.
- (c) Rest periods will be taken without loss of pay to the employees.

14.4 Flextime/Work Period

- (a) For the purposes of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
 - (1) choose their starting and finishing times with needs of program in mind; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required hours of work in accordance with this agreement, through a specified averaging period.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours, providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flextime will be 70 hours per two week period.

- (d) The workday for those employees on flextime will not exceed 10 hours.
- (e) Split work periods will be worked on a voluntary basis.

ARTICLE 15 - OVERTIME

15.1 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the daily hours; or
 - (2) the maximum daily hours of those employees on flextime; or
 - (3) the agreed averaging period.
- (b) Overtime entitlement will be calculated in 15 minute increments, however, employees will not be entitled to any compensation for periods of overtime of less than five minutes per day.

15.2 Recording of Overtime

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

15.3 Overtime Compensation

- (a) Overtime worked will be compensated at the following rates, subject to (b) below:
 - (1) time and one-half for the first three hours of overtime; and
 - (2) double-time thereafter.
- (b) Staff meetings, organizational development workshops and meetings will be considered as time worked and compensated at straight-time rates.
- (c) The employee will, by mutual agreement with the Employer, schedule compensating time off in lieu of being paid within 60 days of overtime earned. If such time cannot, for operational reasons, be scheduled within 60 days, the employee will be paid for the overtime worked.

15.4 No Layoff to Compensate for Overtime

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

15.5 Right to Refuse Overtime

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.

15.6 Overtime for Part-Time Employees

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

15.7 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.

Notwithstanding the foregoing, 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, after making every effort to obtain authorization, use her discretion in working the overtime and the Employer will be considered to have authorized the overtime in advance.

ARTICLE 16 - HOLIDAYS**16.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

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

Employees shall be entitled to National Indigenous Peoples Day in lieu of Easter Monday and/or Boxing Day if their worksite is open.

16.2 Holiday Falling on Saturday or Sunday

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

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an 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 by the end of the month following the month in which it was earned.

16.4 Holiday Falling on a Workday

An employee who is required to work on a designated holiday shall be compensated at one point five times her regular hourly rate of pay for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 16.7 (Paid Holidays for Part-Time Employees). The lieu day shall be scheduled by mutual agreement or in accordance with Article 17.4 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement and taken within six months of the day in which it was earned or where the Employer and the employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 17.4 (Vacation Schedules).

16.5 Holiday Coinciding With a Day of Vacation

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

16.6 Christmas Day or New Year's Day Off

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

16.7 Paid Holidays for Part-Time Employees

Regular part-time employees will accumulate a paid holiday bank based on 4.6% (effective the date of ratification of the 2019 to 2022 collective agreement) of their regular straight-time hours in each pay period including all additional hours worked.

16.8 Religious Holidays

An employee will have the option of working Boxing Day and Easter Monday in exchange for two paid days off to observe religious holidays other than those referenced in Article 16.1. Employees exercising this option will not be entitled to premium pay pursuant to Article 16.4 on Boxing Day and Easter Monday and will provide at the beginning of the year the dates of the two holidays they intend to observe.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Definitions

"*Vacation year*" - for the purposes of this article a vacation year will commence on the employees' anniversary date of hire.

Paid annual vacations will be earned as follows:

- (a) A full-time employee will have an annual vacation entitlement commencing with the first full year of employment as follows:

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

- (b) Employees engaged on a part-time basis will be entitled to annual vacation on a pro rata basis as above.
- (c) Employees must complete their probationary period before they are entitled to take vacation.
- (d) Should an employee's employment terminate prior to the end of the vacation year any unearned vacation taken will be paid back to the Employer and can be deducted from the employee's final paycheque.

17.2 Vacation Credits Upon Death

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

17.3 Vacation Carryover

An 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 cash in lieu of vacation except upon retirement or termination.

17.4 Vacation Schedules

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

The Employer will approve the vacation schedules within two weeks of the closing dates for vacation requests. Employees will have a further two weeks to raise any concerns with the Employer about any vacation that may not have been scheduled by seniority.

- (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. 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 unreasonably interfere with the operation of the Employer.
- (c) All vacation time not scheduled, paid out, or designated for carryover by five months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

17.5 Vacation Preferences

- (a) Preference in the selection and allocation of vacation time will be determined on the basis of seniority.
- (b) An employee will be entitled to receive her vacation in unbroken periods of up to four weeks on each occasion. Employees wishing to split their vacation will exercise seniority rights in the choice of their first vacation period. Seniority will prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.
- (c) Regular vacations will have priority over vacation time carried over under the provisions of 17.3.

17.6 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 she chooses to take her vacation. However, all employees will be allowed to take vacation during the period of April 15 to October 15 inclusive, which will be defined as the prime time vacation period.

17.7 Vacation Schedule Changes

Vacation schedules, once approved by the Employer, will not be changed except by mutual agreement between the employee and the Employer.

17.8 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 her 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 physician will 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.

17.9 Callback on Vacation

Employees who have commenced their annual vacation will not be called back to work, unless they agree.

17.10 Vacation Pay

Upon 21 days' written notice, a regular employee will be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of her regular paycheck issued during the vacation period.

Where an employee requests in writing to have a specific number of vacation days paid out, and the Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation, if agreed, will be granted only after a minimum of 15 days' vacation time has already been taken in the year.

ARTICLE 18 - SICK LEAVE**18.1 Sick Leave Entitlement**

A regular full-time employee will earn paid sick leave at the rate of 14 hours per month. Regular part-time employees will be entitled to sick leave credits on a pro rata basis. Sick leave will accrue to maximum 156 days. There will be no payout on unused sick leave.

18.2 Employee to Inform Employer

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

18.3 Proof of Illness

An employee may be required, at the time of return to work, to produce a certificate from a medical practitioner for any illness in excess of three working days, certifying that she was unable to carry out her duties due to illness. Where it appears that an employee's sick leave utilization is excessive, the employee may be required to submit additional medical documentation.

ARTICLE 19 - SPECIAL AND OTHER LEAVE**19.1 Bereavement Leave**

(a) In the event of the death of a partner, son, daughter, mother, father, foster parent, legal guardian, legal ward, parent-in-law or equivalent, sister, brother, sister or brother-in-law or equivalent, grandparents, grandchildren, stepparent, stepchild, foster child or relative permanently residing in the employee's household or with whom the employee permanently resides, employees are entitled to

compassionate leave of five working days at their regular rate of pay, and up to an additional two working days for travelling time, if needed.

(b) In recognition of spiritual and cultural differences, employees may request to take their compassionate leave at a later date to accommodate a special ceremony.

(c) Reasonable effort will be made to grant additional compassionate leave of absence without pay if requested by the employee.

(d) If an employee is on vacation leave at the time of bereavement, the employee will be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(e) At the discretion of the Employer, in the event of the death of a woman or child who has used the services of the Society, an employee may be given the opportunity to attend the funeral or service without loss of pay.

19.2 Special Leave

(a) Where leave from work is required, an employee will be entitled to special leave at her regular rate of pay for the following:

- (1) marriage or commitment ceremony of the employee.....three days per year;
- (2) serious household or domestic emergency.....two days per year;

(b) Two weeks' notice is required for leave under Clause 19.2(a)(1).

(c) For the purpose of Article 19.2, leave with pay will be only for the workday on which the situation occurs.

19.3 Family Illness

In the case of illness or hospitalization of an immediate family member residing in the employee's household, the employee will be entitled, after notifying the Employer, to access Sick Leave Entitlement up to a maximum of 35 hours per year.

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

19.5 Leave for Court Appearances

(a) The Employer will grant paid leave 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) Time spent at court by a regular or auxiliary employee in her official capacity will be at her regular rate of pay.
- (d) An employee in receipt of her regular earnings while serving at court will remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence will be without pay.
- (f) For all the above leaves, the employee will advise her supervisor as soon as she is aware that such leave is required.

19.6 Elections

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

19.7 General Leave

(a) 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.

(b) *Unpaid Leave*

Requests for unpaid short-term or long-term leaves of absence will be made in writing to the Employer. The Employer will make reasonable effort to comply with a request for unpaid leave, with due regard to operational requirements.

Before any leave of absence (other than sick, family, or compassionate leave) is taken, all accumulated flextime and vacation time will be used.

Extended leave of absence will not exceed one year, nor will the employee accumulate benefits after the first month.

(c) *Health and Welfare Benefits While on Unpaid Leave of Absence*

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 140 hours in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 140 hours in any calendar year, subject to carrier requirements, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all benefit premiums to the Employer in accordance with the procedures outlined by the Employer. This payment may be by way of post-dated cheques.

19.8 Course Leave

- (a) An employee will be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer will bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer will also reimburse the employee her travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

19.9 Leave for Writing Examinations

Leave of absence with pay will be granted to allow employees time to write examinations for courses approved by the Employer, except where leave to take the course has been granted without pay.

19.10 Compassionate Care Leave

- (a) An employee will be approved for an unpaid leave of absence for up to 27 weeks to provide care of 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*.
- (b) Employees' service while on the above approved leave of absence for compassionate care will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

Employees who have completed six months of continuous employment 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 inform the Employer in writing of the length of leave intended to be taken.

20.1 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.
- (c) 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.
- (d) 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 medical practitioner stating that she is able to perform her duties.
- (e) Maternity leave may be extended for up to an additional six months for health reasons where a medical practitioner's certificate is presented.

20.2 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 natural mother, commencing immediately following the end of the maternity leave under Article 20, the employee is also eligible for a further leave of absence of 61 weeks;
 - (2) in the case of the natural father, 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.
- (c) If the new-born child suffers from a physical, psychological, or emotional condition and will be at least six months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

20.3 Leave Without Pay

All leave taken under Article 20 is leave without pay.

20.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 20.1 and 20.2 in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 20.1(e). Where an employee is granted total maternity leave under Articles 20.1(a) and 20.1(e) of greater than 52 weeks, the employee will not be entitled to parental leave under Article 20.2.

20.5 Return from Leave

On return from leave, an employee will be placed in her former position. Where the former position does not exist, she will be placed in a position of equal rank and basic pay.

20.6 Benefit Plan

The Employer agrees to pay premiums and maintain coverage for health and welfare benefits while an employee is on maternity or parental leave.

20.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority she 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 be deemed to have resigned on the date upon which her leave commenced unless she advised the Employer of her intent to return to work one month prior to the expiration of the leave or if she does not return to work after having given such notice.

20.8 Sick Leave Credits

Prior to the commencement of maternity leave, illness arising due to pregnancy may be charged to normal sick leave credits.

ARTICLE 21 - SAFETY AND HEALTH

21.1 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.

21.2 Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

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

21.3 Safety Committee

- (a) The parties agree that a joint occupational health and safety committee will be established and will govern itself in accordance with the provision of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*, and the Committee meeting will either be incorporated in a regular GVVSS Board-MLH staff meeting or consist of a meeting - in person or via telephone or

email between the designated MLH Board representative and a staff representative. The meeting will be held to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing reducing risk of occupational injury and illness.

(b) The Safety Committee will be notified of each accident or injury and the nature and cause of the accident or injury.

(c) The Safety Committee will review and make recommendations to ensure that the use of Video Display Terminals complies with regulations and standards established by the WCB.

(d) Worker Representatives who attend meetings of the committee will be without loss of pay for the time spent on this committee. 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) 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.

(f) Each new joint Occupational Health and Safety committee member and Worker Health & Safety representative selected following 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.

21.4 Unsafe Work

No employee will be disciplined for exercising her right to refuse to do unsafe work pursuant to Section 8.24 of the WCB Industrial Health and Safety Regulations.

21.5 Workplace Aggression

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

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

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

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

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

- (f) 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.

21.6 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 her shift without deduction from sick leave.

21.7 Transportation of Accident Victims

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

21.8 Employee Check-in

Appropriate procedures will be implemented to ensure the safety of employees who work alone.

21.9 First Aid Requirements

The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* will be fully complied with.

21.10 Communicable Diseases

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

- (a) The Employer will, in consultation with the Workplace Health and Safety 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.
- (b) Where the Employer is aware of a client or resident with a communicable disease the Employer will inform all employees who may have contact with the client or resident of the inherent risk of the Communicable disease.
- (c) The Employer will 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.
- (d) Where the local Medical Health Officer determines that vaccination is required, such vaccination will be made available on a voluntary basis to all employees who may be at risk of contracting the disease, at the Employer's expense.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 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.

22.2 Advance Notice

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

22.3 Discussions

Within 14 days of the date of the notice under Clause 22.2 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.

22.4 Employment Protection

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

22.5 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.

22.6 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 23 - PROMOTIONS AND STAFF CHANGES

23.1 Job Postings

When a vacancy of a regular nature is to be filled inside the bargaining unit, the Employer will post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of 10 calendar days so that all members will know about the vacancy or new position.

23.2 Information in Postings

Such notice will contain the following information: nature of position, qualification, required knowledge and education, skills, wage or salary rate or range, and whether the employee is required to use her automobile in the performance of her duties. Such qualifications may not be established in an arbitrary or discriminatory manner.

23.3 Appointment Policy

(a) In filling vacancies, the determining factors will be seniority, ability, performance and relevant qualifications. These four factors will be given equal weight. Where the factors are relatively equal, seniority will be the determining factor.

(b) In filling supervisory vacancies, the determining factors will be ability, performance, and relevant qualifications. These three factors will be given equal weight. Where these factors are relatively equal, seniority will be the determining factor.

(c) Where the ability, 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 fulfillment 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).

23.4 Trial Period

When a vacancy is filled by an existing regular employee, conditional on satisfactory service, the employee will be declared permanent after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, after notifying the Union, extend the period for a further three months. If the employee proves unsatisfactory in the position or wishes to return to her former position, she will be returned to her former job classification and wage/salary rate without loss of seniority. 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, up to a maximum of two times in a 12 month period. Extenuating circumstances will be discussed between the Employer and the Union.

Any other employee promoted or transferred because of the re-arrangement of positions will be returned to her former position and wage or salary rate without loss of seniority.

The trial period will be extended by an amount equal to any absences of the employee that occur during her 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 26.1.

23.5 Notification to Employee and Union

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

23.6 Right to Grieve

Where an employee feels that she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this agreement within seven days of being notified of the Employer's decision. In advance of the Step 3 meeting, and for the purpose of investigating and assisting in the settlement of the grievance, the parties will exchange further particulars and documents for these purposes.

23.7 Vacation Letters

Employees who will be absent from duty on vacation for more than seven calendar days will be entitled to file a letter with their supervisor indicating positions they would apply for should vacancies occur while they are absent. Such letter(s) will only be valid for the duration of the vacation, subject to the employee providing the Employer with information as to where she may be contacted and the employee being available to attend any required interviews.

23.8 Expedited Process

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

(b) *The dispute resolution process*

- (1) The dates and locations for the hearing will be determined by the parties. The hearing will take place within 45 days of filing the grievance. The parties will continue to discuss a resolution to the grievance prior to the hearing date;
- (2) The parties agree that the expedited process will be heard by one of three expedited arbitrators: Elaine Doyle, Julie Nichols, or Chris Sullivan, depending on availability and if availability is similar, upon agreement of the parties;
- (3) The parties will meet to develop a Joint Statement of Facts. The Joint Statement of Facts does not preclude either party from leading evidence that is disputed so long as the evidence meets the other guidelines of this protocol;
- (4) The parties will disclose all information they intend to rely upon in relation to the selection dispute. If there is a dispute over disclosure of documentation the parties may contact the Arbitrator by telephone conference call and request an order for disclosure;
- (5) The process is intended to be informal and expeditious and therefore, the parties agree not to use outside legal counsel for expedited hearings;
- (6) All presentations are to be short and concise;
- (7) Each case will begin with a comprehensive opening statement by each side;
- (8) Prior to rendering a decision, the Arbitrator will assist the parties in mediating a resolution to the grievance.

(c) Where mediation is not successful, the hearing will proceed as ordered by the Arbitrator and a decision will be rendered on the following basis:

- (1) The Arbitrator will render a decision within two working days of the hearing;
- (2) No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision. This process is not intended to prevent the Arbitrator from allowing the parties to agree upon a remedy;
- (3) The decision of the Arbitrator is without prejudice. These decisions will have no precedent and value;
- (4) All settlements of expedited arbitration cases prior to or during the mediated part of this expedited process will be without prejudice;
- (5) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing expenses.

ARTICLE 24 - CAREER DEVELOPMENT

24.1 General Skill Upgrading

It is the intent of this article that, subject to available funding, employees will be encouraged through the granting of leave and provision of allowances to enrol in programs which will enhance their professional contribution to the Program.

24.2 Staff Development Leave

In order that each employee will have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, employees may be granted leave with or without pay for the following purposes:

- (a) to attend conferences or conventions related to the employee's field or specialization;
- (b) to participate in seminars, workshops, symposiums or similar out-of-service programs to keep up to date with knowledge and skills in their respective field.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Paydays

- (a) Employees will be paid every second Friday.
- (b) A comprehensive statement detailing all payments, allowances and deductions will accompany the paycheque for each period.

25.2 Rates of Pay

- (a) 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 to this agreement.
- (b) The distribution of paycheques will be done in such a manner that the details of the paycheque will be confidential.

25.3 Reclassification of Position

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

25.4 Mileage Allowance

An employee required to use their personal vehicle in the performance of their duties will be paid an allowance of:

Effective date of ratification	\$0.49
Effective April 1, 2020	\$0.50
Effective April 1, 2021	\$0.51

per kilometre.

25.5 Meal Allowance

Employees on travel status away from their headquarters will be entitled to a meal allowance for the time spent away from headquarters:

	April 1, 2018
Breakfast	10.56
Lunch	12.94
Dinner	22.44

25.6 Criminal Record Check

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

ARTICLE 26 - HEALTH AND WELFARE

The following provisions will remain in effect until and including March 31, 2021, at which time they will be deleted in their entirety and replaced with the new Article 26 provisions outlined below.

26.1 Eligibility

(a) 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 his/her probation period with a maximum of a three month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 15 regular hours or more per week.

Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance, which will terminate 31 days following the date of the employee's termination.

Definition of Spouse and Other Dependents

"Spouse" - includes husband, wife and common-law spouse.

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

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

(b) Basic Medical Insurance

All regular employees and all regular part-time employees will be covered by the BC Medical Plan. The Employer will pay 100% of the premium.

26.2 Group Life and Accidental Death and Dismemberment Plans

(a) All eligible employees will be covered by Group Life and Accidental Death and Dismemberment Plans.

(b) The Plan will provide \$50,000 coverage until the age of 65. After the age of 65 the amount of coverage will decrease to \$25,000 until the age of 70, at which time the group insurance will cease.

(c) The benefits will be paid in accordance with the provisions of the plan contract.

(d) The Employer will pay 100% of the premium.

26.3 Municipal Pension Plan

(a) An employer shall provide the Municipal Pension Plan (MPP) to all eligible employees.

(b) Employees of record on March 31, 2010, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on April 1, 2010, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All regular full-time employees hired after March 31, 2010, will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in the local issues agreement specific to each employer.

Regular part-time employees and casual employees hired after April 1, 2010, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(d) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

(e) Eligibility and terms and conditions for the pension shall be those contained in the Municipal Pension Plan and associated documents.

(f) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

- Web: <http://www.pensionsbc.ca>
- Email: MPP@pensionsbc.ca
- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

26.4 Extended Health Benefits

- (a) Eligible employees will be covered by an extended Health Benefits Plan.
- (b) The benefits will be paid in accordance with the Plan contract.
- (c) The Employer will pay 100% of the premium. 80% eligible expenses - \$25 deductible.
- (d) Hearing aids - \$600 every 48 months.
- (e) Effective April 1, 2017, a maximum of \$100 every 24 months for eye exams.
- (f) Effective April 1, 2017, an increase to the maximum of 80% of \$350 per person per 24 month period to coverage for prescription eyeglasses or equivalent corrective laser surgery to the maximum allowed.
- (g) Effective April 1, 2016, oral contraceptives will be added to the prescription drug coverage list.

26.5 Dental Plan

The Employer will pay 100% of the premium for eligible employees:

- PART A - 100% coverage
- PART B - 60% coverage
- PART C - 60% coverage

26.6 LTD - Health Facility Sector Plan

Long-Term Disability - Effective the Employer will provide a long-term disability plan which will be the plan provided in the Health Facilities Sector. The plan will cover regular employees who have completed their

probationary period and will provide such employees who qualify with salary continuation until the age of 65 in the event of a qualifying disability. Enrolment in the plan will be mandatory and all cost assumed by the Employer, with the Employer's contribution limited to one percent of the employee's basic earnings.

Effective April 1, 2021, the provisions of Article 26 will be as follows:

Health and Welfare benefits will be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage.

26.1 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.

Coverage for an employee in a trial period, who did not have benefit coverage prior to being awarded a temporary or permanent position, will commence on the first day of the month following the month in which the employee completes work in their trial period not to exceed three months.

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

26.2 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 Clause 26.6(b) [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.

26.3 Definition of Spouse and Other Dependants

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

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

"*Dependent child*" for the purposes of benefits coverage, means 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.

26.4 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, provided they are not enrolled in another comparable plan.

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

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

26.5 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, provided they are not enrolled in another plan.

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

(c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$225 every 24 months and the allowance for hearing aids will be \$1,000 per adult every 48 months; and \$1,000 per child every 24 months. Effective April 1, 2017, the allowance for eye exams will be a maximum of \$100 per person per 24 months and the allowance for prescribed eyeglasses or equivalent corrective laser surgery will be to a maximum of 80% of \$350 per person per 24 months.

26.6 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.

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

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

(d) Employees will be entitled to advance payment of Group Life Benefits in accordance with Memorandum of Agreement #7 (Re: Advance Payment of Group Life Benefits).

26.7 Long-Term Disability

The Employer will provide a long-term disability plan. The plan will include the following:

(a) The plan will cover eligible regular employees who have completed their probationary period and will provide such employees with salary continuation until the age of 65 in the event of a qualifying disability.

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

(c) *Definition of Disability:*

(1) To qualify for long-term disability benefits for the first 12 months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation;

(2) To continue to qualify for long-term disability benefits beyond the 12 months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.

(d) *Coverage Amount* - 70% of the first \$3,764 of the pre-disability monthly earnings and 50% of the pre-disability monthly earnings above \$3,764 or 66⅔% of the pre-disability monthly earnings, whichever is more.

(e) The plan includes an "*early intervention*" program.

(f) Enrolment and participation of employees in the early intervention program is mandatory (see also Information Appendix A).

(g) The Employer will pay 100% of the premium.

26.8 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.

26.9 Municipal Pension Plan

(a) An employer shall provide the Municipal Pension Plan (MPP) to all eligible employees.

(b) Employees of record on March 31, 2010, who meet the eligibility requirements of the MPP, have the option of joining or not joining the MPP. Eligible employees who initially elect not to join the MPP on April 1, 2010, have the right to join the MPP at any later date but will not be able to contribute or purchase service for the period waived.

(c) All regular full-time employees hired after March 31, 2010, will be enrolled in the MPP upon completion of the earlier of their probationary period or three months and will continue in the plan as a condition of employment. Full-time hours of work are defined in Article 14.2.

Regular part-time employees and casual employees hired after April 1, 2010, who meet the eligibility requirements of the MPP have the right to enrol or not enrol in the MPP. Those who initially decline participation have the right to join the MPP at any later date.

The MPP rules currently provide that a person who has completed two years of continuous employment with earnings from an employer of not less than 35% of the year's maximum pensionable earnings in each of two consecutive calendar years will be enrolled in the Plan. This rule will not apply when an eligible employee gives a written waiver to the Employer.

(d) Employers will ensure that all new employees are informed of the options available to them under the MPP rules.

(e) Eligibility and terms and conditions for the pension shall be those contained in the Municipal Pension Plan and associated documents.

(f) If there is a conflict between the terms of this agreement and the MPP rules, the MPP must prevail.

Note: MPP contact information:

- Web: <http://www.pensionsbc.ca>
- Email: MPP@pensionsbc.ca
- Victoria Phone: 1-250-953-3000
- BC Phone: 1-800-668-6335

ARTICLE 27 - GENERAL CONDITIONS

27.1 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/or 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.

27.2 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.

27.3 Indemnity

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

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

27.4 Contracting Out

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

27.5 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Joint Committee which will attempt to resolve the dispute.

27.6 Client Confidentiality

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

27.7 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and her rights and obligations under it. The Employer and the Union will make the agreement available to all employees electronically.

ARTICLE 28 - HARASSMENT

Preamble

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

28.1 Personal and Psychological Harassment

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

- (1) creates a risk to a worker's psychological or physical well-being or 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; and

(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.

28.2 Sexual Harassment

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

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

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

- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

28.3 Harassment Complaints

- (a) An employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, 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) The complainant and the respondent (if she is a member of the Union) have the right to union representation.
- (e) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (f) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (g) A complainant has the right to file a complaint under the *BC Human Rights Code*.

28.4 Complaints Procedure

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the designated Board member. When the designated board member has received a complaint, she will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (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 28, and the remedy sought.
- (d) The designated board member or her designate will investigate the complaint and will complete her report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the Executive Director (or equivalent), or where there are possible systemic 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 CSSEA. Article 29.4 (a) and (c) apply to the notice. CSSEA will inform the Employer's Board of Directors;
 - (3) CSSEA and the Union will appoint either Brian Foley and Corinn Bell 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 his or her 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 CSSEA and the Union. The report and recommendations will remain confidential, except for distribution to the Employer's Board of Directors, the complainant and the respondent. The Appointee may stipulate conditions she/he deems 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.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Duration

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

29.2 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, 2021, and in any event, not later than midnight, December 1, 2021.
- (b) Where no notice is given by either party prior to December 31, 2021, both parties will be deemed to have been given notice under this article on December 31, 2021, and thereupon Article 29.3 applies.
- (c) All notices on behalf of the Union will be given by the President or designate and similar notices on behalf of the Employer will be given by the Employer.

29.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 29.2, the parties will, within 14 days after the notice was given, commence collective bargaining.

29.4 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.

29.5 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, will come into effect on date of ratification.

29.6 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
THE EMPLOYER:**

DocuSigned by:

Stephanie Smith

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Stephanie Smith
President

DocuSigned by:

Kaikenne

2FE84F03A3FB437...
Kalenne Heikkila
Board Member

DocuSigned by:

Julie McKee

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Julie McKee
Bargaining Committee

DocuSigned by:

Rebecca Cory

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Rebecca Cory
Board Member

Melanie Smart

Melanie Smart
Bargaining Committee

DocuSigned by:

Mark Slobin

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Mark Slobin
CSSEA Representative

DocuSigned by:

Kim Shelley

D368ACD66EFE41E...
Kim Shelley
Staff Representative

Signed this _____ day of March 22, 2022, 20_____.

**APPENDIX A
Rate of Pay**

Effective April 1, 2019, the following wages have been amended to include the Low Wage Redress increase and general increase for April 1, 2019, as agreed to by the parties.

Managing Counsellor – Grid 15-P

Steps	April 1, 2019 2% + Low Wage Redress	April 1, 2020 2% + Low Wage Redress	April 1, 2021 2% + Low Wage Redress
Step 1 0-2000 hrs	\$32.95		
Step 2 2001-4000 hrs	\$34.46		
Step 3 4001-6000 hrs	\$36.32		
Step 4 6001+ hrs	\$38.15		

Stopping the Violence Counsellor – Grid 14-P

Steps	April 1, 2019 2% + Low Wage Redress	April 1, 2020 2% + Low Wage Redress	April 1, 2021 2% + Low Wage Redress
Step 1 0-2000 hrs	\$30.68		
Step 2 2001-4000 hrs	\$32.15		
Step 3 4001-6000 hrs	\$33.95		
Step 4 6001+ hrs	\$35.74		

**MEMORANDUM OF AGREEMENT 1
Wage Increases**

The parties agree as follows:

1. The employees at MLH will receive the general wage increases outlined in Appendix A of the collective agreement provided the funding Ministry increases funding to GVVSS accordingly.

2. Subject to paragraph 1 of this memorandum of agreement, during the term of this collective agreement, general wage increases will be provided as follows:

April 1, 2019	2%
February 1, 2020	2%
February 1, 2021	2%

During the term of this collective agreement defined classifications under the *General Services Collective Agreement* will receive low wage redress increases in addition to the general wage increases:

Employees at MLH who also fall into the defined classifications will receive equivalent low wage redress increases, provided the funding Ministry increases funding to the GVVSS accordingly.

If GVVSS is unable to secure full provincial funding for the general wage increases and the low wage redress increases (if applicable) set out in Appendix A and this memorandum of agreement, the parties will revert to the wage grid in the previous collective agreement between the GVVSS for MLH and the BCGEU.

APPENDIX B

Pursuant to Article 10.2 (Appointment of Arbitrator), and 10.9 (Expedited Arbitration), the following individuals will hear arbitration cases.

Elaine Doyle
Julie Nichols
Chris Sullivan

MEMORANDUM OF UNDERSTANDING 1 Article 18 - Sick Leave

The Employer recognizes the emotional impact of this work at Margaret Laurence House and accepts the use of sick leave for emotional stress.

MEMORANDUM OF UNDERSTANDING 2 Julie McKee - Article 26.1 - Benefits Eligibility

The parties agree that effective April 1, 2021, the health and welfare benefits provisions will align with the CSSEA Sectoral Collective Agreements, including the application of Article 26.1 regarding eligibility (minimum of 20 regularly scheduled hours per week). Julie McKee is currently working in a regular position of less than 20 regularly scheduled hours per week and is eligible for health and welfare benefits under the collective agreement as of January, 2020. The parties agree on a without prejudice and precedent basis, that the incumbent Julie McKee will continue to be eligible for health and welfare benefits after April 1, 2021 for as long as she remains continuously employed in a regular position of 15 or more regularly scheduled hours per week.

LETTER OF UNDERSTANDING
Job Sharing

This provision becomes effective upon ratification of this agreement.

The following outlines the circumstances under which job sharing may occur, and the terms and conditions of job sharing.

DEFINITIONS

1. "*Job Sharing*" means a voluntary work assignment in which two regular employees adjust the number of hours they work by written agreement to share the responsibility for one full-time regular position.
2. "*Job Sharing Proposal*" means a document initiated by two regular employees, which outlines their request to become part-time regular employees and recommends how the duties of a position previously performed by one full-time regular employee, can be divided to accommodate their request.
3. "*Job Sharing Arrangement*" means where two part-time employees perform the duties of a position previously performed by one full-time regular employee.
4. "*Partners*" means regular employees participating in a job sharing arrangement.

CRITERIA

Job sharing proposals may be considered where:

- (a) One of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed the probationary period. The second partner must have completed the probationary period and must be in the same job classification. both partners must be performing their current positions satisfactorily; or
- (b) Two partners as described in (a) above apply for one full-time regular posted vacancy, as one application, and both are selected as the successful candidates for the position in accordance with the factors set out in Article 23.3. Disputes regarding selection decisions made with respect to applications submitted in accordance with this clause will be resolved pursuant to Articles 8 and 9 of this collective agreement.

PROCEDURES FOR JOB SHARING PROPOSALS

Proposals for job sharing arrangements will be forwarded to the Employer. Job sharing proposals will include the following information:

1. A written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal.
2. A description of the arrangements the partners will make to share necessary information with each other.
3. The proposed start date for the job-sharing arrangement.
4. The proposed work schedule for the job-sharing arrangement.

PROCEDURES FOR APPROVAL OF JOB SHARING PROPOSALS

Approval of the job-sharing arrangement is at the discretion of the Employer. The job-sharing proposal will be reviewed and a copy of the Employer's decision will be sent to the Union. Any objections to the decision must be referred to the Labour-Management Committee within 15 days for discussion and attempted resolution. The parties agree that pursuant to Article 8.4, the Labour-Management Committee

is the final avenue for appeal of a denied job-sharing proposal. If approved, the job-sharing arrangement will be confirmed in writing by appointing the job-sharing partners as regular part-time employees. Appointment is subject to the applicable collective agreement provisions. Acceptance of the appointment by the partners must be in writing. The appointment letter will indicate that the employee's hours may temporarily be increased up to full-time, if required and with as much notice as possible, to cover the other partner's absence of one week or greater.

TERMS AND CONDITIONS

Job-sharing arrangements will not result in increased cost to the Employer. Benefits, wage increments, seniority, vacations and statutory holidays for job-sharing partners will be paid on a pro rata basis per job-sharing partner.

PROCEDURES FOR TERMINATION OF JOB SHARING ARRANGEMENTS

(a) The Employer may, upon 30 days' notice, terminate a job-sharing arrangement. Notification of the termination will be given to the job-sharing partners and the BCGEU staff representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 23 of the collective agreement.

(b) Either job-sharing partner may, upon 30 days' notice, terminate the job-sharing arrangement. Notification of the termination will be given to the Employer and the BCGEU staff representative. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 23 of the collective agreement.

(c) In the event that one of the job-sharing partners resigns the other job-sharing partner, subject to satisfactory performance, will be offered the position on a full-time basis. Job-sharing partners must provide the Employer two weeks' written notice of resignation. If the remaining job-sharing partner declines the full-time position, she will revert to full-time and be provided 60 days to propose and finalize another job-share arrangement. The onus is on the employee to seek alternate employment if she declines the offer of the full-time position or if she is unable to obtain an approved job-sharing arrangement. In that case, the position will revert to full-time status and be posted in accordance with Article 23 of the collective agreement.

(d) The parties agree that decisions to terminate a job-sharing arrangement are not grievable.

INFORMATION APPENDIX A

*THE FOLLOWING HAS BEEN APPENDED TO THE COLLECTIVE AGREEMENT FOR INFORMATION PURPOSES
ONLY GROUP BENEFITS PLAN EQUIVALENCY PROVISIONS*

Plan provisions not specifically addressed in this document shall be based on the provisions of the insurance provider. A group policy must not contain any clause that restricts an employee who satisfies

the eligibility requirements of the collective agreement from accessing the Plan or the provisions specified in this document.

GROUP LIFE

As per Clause 26.2.

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

As per Clause 26.2.

LONG-TERM DISABILITY (LTD)

Premiums

- 100% employer-paid

Eligibility

- regular full-time and regular part-time employees scheduled to work 20 regular hours or more per week
- enrolment is a mandatory condition of employment
- no restrictions re pre-existing medical conditions
- Upon return to work following recovery, an employee who was on claim for less than 12 months shall continue in her former job, an employee who was on claim for more than 12 months shall return to an equivalent position exercising her seniority rights if necessary, pursuant to Article 13.4 (Bumping) of the collective agreement
- pensions - Employees on long-term disability shall be considered employees for the purpose of pensions in accordance with the *Public Sector Pension Plans Act*

Effective Date

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

Early Intervention Program (EIP)

- the parties will follow policies and procedures set by the Community Social Services Early Intervention Program (CSSEIP)
- the Program is jointly supported by both the Employers and Unions
- the Employer refers an employee who has been ill or injured to the EIP provider
- the EIP provider determines the eligibility of the employee to participate in the program
- once eligible, participation of the employee in the EIP is mandatory
- the Union will support the employee to participate in the Program in accordance with the CSSEIP policies and procedures
- It is understood that access to benefits may be at risk for employees who do not participate (reference the CSSEIP policies and procedures)
- the EIP provider designs a return-to-work plan tailored to the employee's individual circumstances in consultation with the employee, Employer and Union i.e. integrating the employee back into the workplace with graduated or modified duties, job accommodation by the Employer within the provisions of the collective agreement
- the EIP provider monitors the progress of the employee and makes adjustments to the plan as needed to ensure a successful return to work

Amount of Benefit

- 70% of the first \$3,764 of basic pre-disability monthly earnings plus 50% of basic pre-disability monthly earnings in excess of \$3,764 or 66⅔% of basic pre-disability monthly earnings, whichever is greater
- the \$3,764 level is to be adjusted annually for new claims based on the increase in the weighted average wage rate in effect following review by the underwriter
- the \$3,764 level is to be adjusted every four years based on the increase in the weighted average wage rate in effect following review by the underwriter

Qualification Period

- benefits are payable after the employee has been totally disabled and unable to perform the duties of their own occupation for a period greater than six months
- employees who will be eligible for benefits under the Long-Term Disability Plan shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of long-term disability benefits.
- employees who still have unused sick leave credits after the qualification period when the long-term disability benefit becomes payable shall have the option of:
 - exhausting all sick leave credits before receiving the long-term disability benefit;
 - using sick leave credits to top off the long-term disability benefit;
 - banking the unused sick leave credits for future use.

Definition of Total Disability

- to qualify for benefits for the first 12 months (excluding the 6 month qualification period), the employee must be unable, due to accident or sickness, to perform the duties of their "*own occupation*"
- to continue to qualify for benefits beyond the "*own occupation*" period of disability, the employee must be unable to perform the duties of any gainful occupation ("*any occupation*") for which the employee has the education, training or experience and which pays at least 70% of the current rate of pay for the employee's job at the date of their disability

Successive Disabilities

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

Exclusions

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

Other Disability Income

- LTD benefits will not be reduced by income from private or individual disability plans

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

Continuation of Coverage

- the Employer will continue to pay the LTD contributions while the employee is receiving sick pay, is on maternity or parental leave, or during the first 20 work shifts in any calendar year of unpaid leave
- coverage can continue while an employee is on an unpaid leave for up to 12 months (24 months if on an educational leave), if the employee pays 100% of the contributions
- while an employee receives LTD benefits from the Plan, the employee's LTD, Group Life and AD&D coverage will continue at no cost to the employee or the Employer as long as the employee remains an employee
- while an employee receives LTD benefits from the Plan, the employee can elect to continue Medical, Dental and Extended Health benefits as long as the employee remains an employee and pays 50% of the contributions to the Employer monthly in advance. Employees to be permitted to enrol in some or all of the above plans. Such an election must be made at the time the employee's LTD claim is accepted or at any time while in receipt of LTD benefits as long as proof of continuous alternate coverage can be provided by the employee
- Employees are not to be terminated for non-culpable absenteeism, while in receipt of long-term disability benefits

Termination of Coverage

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

- payment of premiums cease at 64 years and six months

Rehabilitation Plan

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

Rehabilitation Review Committee

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

Duration of Benefits

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

Claims Review Committee

- the Employer/provider will assume administrative responsibility for setting up the Claims Review Committee
- an employee may request the carrier to coordinate a Claims Review Committee if their LTD claim is denied or terminated by the carrier
- the Committee is comprised of 3 medical doctors: one designated by the employee; one by the Employer; and one (chairperson) who has no relationship to the employee and agreed upon by the first two doctors
- the Committee is responsible for reviewing the medical and vocational information with respect to the employee
- the Committee may interview and/or examine the claimant and may establish medical procedures and tests to determine if the employee is disabled as defined in the collective agreement
- the majority decision of the Committee is final and binding

- the final report is signed by all members of the Committee and forwarded in writing to the carrier who is then responsible for forwarding a copy to the employee, the Employer and the Union
- expenses of the Chairperson are shared equally between the employee (or Union) and the carrier; expenses of the two nominees are the responsibility of each appointing party; expenses for medical procedures requested by the Committee, and travel expenses of the employee are the responsibility of the employee (or Union)

DENTAL

As per Clause 26.5.

EXTENDED HEALTH PLAN

As per Clause 26.4.

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