

COLLECTIVE AGREEMENT

between the

**THE SALVATION ARMY VANCOUVER HARBOUR LIGHT ARC
(ADDICTIONS & REHABILITATION CENTRE)**

and the

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

Effective from November 1, 2010 to March 31, 2013

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DEFINITIONS

For the purpose of this Agreement:

- 1) "*Employer*" means The Salvation Army Vancouver Harbour Light ARC (Addiction & Rehabilitation Centre) excluding the Cordova Detox.
- 2) "*Job Description*" means position description.
- 3) "*Leave of Absence With Pay*" means to be absent from duty with permission and with pay.
- 4) "*Leave of Absence Without Pay*" means to be absent from duty with permission but without pay.
- 5) "*Regular Full-Time Employee*" means an employee who is appointed to a regularly scheduled position and is regularly scheduled to work full-time in accordance with Article 14 – Hours of Work and Scheduling. A regular full-time employee is entitled to all of the benefits outlined in the Agreement except where otherwise specified.
- 6) "*Regular Part-Time Employee*" means an employee who is appointed to a regularly scheduled position but works less than full-time. A regular part-time employee is entitled to all benefits outlined in the Agreement on a pro rata basis, except where otherwise specified.
- 7) "*Practicum Students*" are workers utilized by the Employer, from time to time, to carry out varied duties and responsibilities. Such practicum students are not considered members of the bargaining unit. Practicum students shall not be retained in such a way as to displace or fill any shifts of bargaining unit members.
- 8) "*Union*" means the Union designated on the certification with the Employer attached to the certification issued from time to time by the Labour Relations Board.
- 9) "*Spouse*" is an employee's married or common-law spouse.
- 10) "*Common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to set forth terms and conditions of employment affecting employees covered by the Agreement.

The Agreement establishes processes to assist the parties in maintaining a co-operative and respectful working relationship and to resolve disagreements in an orderly fashion.

The terms and conditions also reflect the parties' understanding that the worksite provides a therapeutic environment for the clients and that meeting their physical, emotional, social, mental and spiritual needs through the provision of uninterrupted, skillful and efficient service is the primary purpose of the Employer and its employees.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict With Operating Policies and Regulations

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

1.4 Human Rights Code

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

1.5 Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from harassment. The parties agree to foster and promote such an environment. To that end both parties subscribe to the principles and purposes set out in the Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy. Copies of this policy must be readily available to all employees.
- (b) Types and examples of harassment are defined in the policy and include Discriminatory, Psychological, Sexual and Personal Harassment, which generally refer to actions which ought reasonably to be known as unwelcome by the recipient and which serve no legitimate work-related purpose. Legitimate management actions conducted in a respectful manner do not constitute psychological harassment.
- (c) The Employer agrees to maintain the Salvation Army Canada and Bermuda Territory Respect in the Workplace Policy, which may include mandatory harassment training. Any changes to the Territorial policy must be discussed with and agreed to by the Union prior to implementation.
- (d) An employee complaining of harassment is encouraged to address their concerns directly with the person(s) engaging in the conduct. If unwilling or unable to resolve the matter in this manner, the complainant may refer the matter to the Harbour Light Human Resources Manager, who will investigate the matter and attempt to resolve the issue informally.
- (e) If the matter is not resolved informally the complainant may either file a formal complaint with BC Divisional Employee Relations/Human Resources or submit the matter to the grievance procedure at Step 2.
- (f) Formal complaints and Step 2 grievances alleging harassment should be submitted in writing within six months of the latest alleged occurrence. Upon receipt of a formal complaint, Divisional personnel shall promptly notify the Union Staff Representative in writing.
- (g) An alleged harasser shall be given notice of the substance of such a complaint under this clause and shall be entitled to union representation. The complainant(s) and any other employee implicated in the complaint through the investigation process shall also be entitled to union representation. All complaints must be treated in strict confidence by all parties at all times.
- (h) The parties agree that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- (i) In addition to the procedures outlined above, complainants retain their rights to file complaints directly with the BC Human Rights Tribunal.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

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

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

(b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.

(c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence and Directives

The Employer shall forward to the applicable union's designate a copy of:

- (a) any directives circulated to employees pertaining to the interpretation or application of this Agreement.
- (b) any correspondence to any employee pertaining to the interpretation or application of the Agreement as it applies to that employee.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select three stewards and one alternate to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and/or alternates.
- (c) A steward will make every effort to perform steward duties outside of his/her normal working hours. If performing his/her duties during scheduled hours, a steward, or the alternate, shall obtain the permission of the immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming normal duties, the steward shall notify the supervisor. The steward shall make every effort to complete duties in as short a time as possible, and shall not interrupt the normal operations of the workplace or disrupt employees from their responsibilities without permission from the Employer (or designate).
- (d) The duties of the stewards shall include:
 - (1) investigation of complaints of an emergent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;

- (3) supervision of ballot boxes and related functions during ratification votes provided this does not result in costs greater than that normally incurred by the Employer;
- (4) attending meetings at the request of the Employer;
- (5) accompanying an employee whom the steward represents, when requested by the employee, to a meeting called by the Employer, where disciplinary action is anticipated.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. The parties may, at the local level, mutually agree upon another method of notifying employees of union business.

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Legal Picket Lines

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

2.10 Time Off for Union Business

- (a) Subject to operational requirements and with reasonable advance notice, leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) or elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) or employees who are representatives of the Union on the Bargaining Committee of the Employer, to attend meetings of the Bargaining Committee;
 - (4) leave for negotiations with the Employer;
 - (5) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body;
 - (6) to stewards to maintain all bulletin boards and binders.
- (b) Leave of absence without loss of pay and with seniority will be granted:
 - (1) to stewards, or their alternates, to perform their duties pursuant to Clause 2.6 - Recognition and Rights of Stewards;
 - (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours.
- (c) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact union business for specific periods unless this would unduly interrupt the operation of the

department. Such requests shall be made in writing sufficiently in advance to minimize disruption of the department. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.

(1) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;

(2) For an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three years and shall be renewed upon request of the Union.

(d) The Union and the employee will make every effort to provide a minimum of 14 working days' notice for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer within 30 calendar days of receipt of the invoice for the appropriate salary and benefit costs, including travel time incurred.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who, prior to February 18, 1997, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after February 18, 1997 shall, as a condition of continued employment, become members of the Union and maintain such membership, unless exemption on the basis of religious objection is granted by the Labour Relations Board, as per Article 17 of the *Labour Relations Code* of British Columbia.

ARTICLE 4 - CHECK-OFF AND UNION DUES

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

(b) Deductions for employees exempted under Article 17 of the *Labour Relations Code* of British Columbia shall be processed as required by the Code.

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

(d) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(e) All deductions shall be remitted by direct deposit or cheque to the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide the following information for each employee:

- Employee surname and first name
- Job classification
- Gross pay
- Dues amount deducted

(f) The above information may be sent to the Union by email.

(g) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.

(h) At the same time the Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of the union dues paid by the employee for the previous year (the year for which the T4 slip was provided).

(i) As a condition of continued employment, an employee shall complete an authorization form supplied by the Union providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

(j) Any change to the amount deducted, including assessments, shall coincide with the beginning of the Employer's payroll period.

(k) Where the dues authorization form consists of multiple copies, the Employer will provide the Union with the required copies of the completed and signed authorization form for dues check-off for all new employees.

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

(a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the article dealing with union security and dues check-off.

(b) New employees shall also be provided with:

- (1) the name, location and work telephone number (if applicable) of the steward(s);
- (2) an authorization form for union dues check-off, as supplied by the Union;
- (3) a union member application form, as supplied by the Union.

(c) The steward shall be advised in a timely fashion of the name, location, work telephone number (if applicable) and start date of the new employees.

(d) The steward will be given an opportunity to meet with each new employee within the new employee's regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment. The time away is to be approved by the steward's and new Employee's Supervisor(s).

(e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

ARTICLE 6 - EMPLOYER'S RIGHTS

(a) The management of the Employer's business, and the direction of the workforce, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Agreement.

(b) The Union agrees that all employees shall be governed by all rules, policies and procedures as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules, policies and procedures are not in conflict with this Agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Representatives

(a) The Employer agrees that access to its premises will be granted to a union staff representative, elected officers, or alternate when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.

(b) The union representative shall provide reasonable notice to the Employer or his/her designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with departmental operations.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

7.3 Technical Information

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

- list of employees and status;
- job titles;
- job descriptions;
- wage rates;
- seniority list or service dates;
- summary of benefit plans (medical, dental, wage indemnity, pension, etc.)

The Union may request other information relating to employees in the bargaining unit that it requires from the Employer.

7.4 Union/Management Committee

(a) The parties agree to establish a union/management committee composed of two union representatives appointed by the Union and two representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives.

(b) The Committee shall meet at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent attending meetings of the Committee during regular business office hours. Every effort will be made to schedule meetings within regular business office hours.

(c) An employer representative and a union representative shall alternate in presiding over the meetings.

- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this Agreement.
- (f) Minutes of the committee meetings shall be recorded by the Alternating Chair and distributed to committee members and union office.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative.

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4 - Step 2, not later than 14 calendar days after the date:

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

8.4 Step 2

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

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

8.5 Time Limit to Reply at Step 2

- (a) Within 14 calendar days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within seven calendar days of the above noted meeting with the union steward or, if the meeting is waived, within seven calendar days of the date the parties agree to waive the meeting.

8.6 Step 3

The union designate may present, or meet with the employer designate to discuss, a grievance and the proposed remedy at Step 3:

- (a) within 14 calendar days after the Step 2 decision has been conveyed to him/her by the employer designate; or
- (b) within 14 calendar days after the employer designates' reply was due.

8.7 Time Limit to Reply at Step 3

The employer designate will respond in writing to the Union within 14 calendar days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

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

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

8.9 Dismissal or Suspension Grievances

Employees dismissed or suspended for alleged cause shall have the right, within seven calendar days after the date of dismissal or suspension, to initiate a written grievance. Within seven calendar days after the date of receiving the grievance the union steward or staff representative and the Employer shall meet and attempt to resolve the grievance. The employer designate shall reply in writing to the grievance within seven calendar days of the meeting.

If there is no resolution of the grievance, the grievance may be referred to a sole arbitrator within seven calendar days of the Union receiving the Employer's reply.

8.10 Policy Grievance

Where either party to this Agreement disputes the application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the employer designate or the Union within 30 calendar days of either party becoming aware of the policy dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 - Arbitration.

8.11 Amending Time Limits

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

8.12 Technical Objections to Grievances

It is the intent of the parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real substance of the matter in dispute.

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitral, either party may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party of its desire to submit the difference to arbitration as per Clause 8.8 - Time Limit to Submit to Arbitration.
- (b) All referrals to arbitration shall be by certified mail, facsimile or courier.
- (c) Where the matter in dispute is a dismissal grievance, the Arbitrator shall set a date for the hearing to be held within seven weeks from the date that such a hearing is requested.

9.2 Assignment of Arbitrator

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

9.3 Arbitration Procedure

The Arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 calendar days of the conclusion of the hearing.

9.4 Decision of the Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of the Arbitrator

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

9.7 Amending Time Limits

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

9.8 Expedited Arbitration

- (a) Any grievances agreed by both parties to be suitable for expedited arbitration shall be scheduled to be heard on the Arbitrator's next available date.
- (b) The parties shall make every effort to make use of an agreed to statement of facts.
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement.

- (d) The parties agree to make limited use of authorities during their presentations.
- (e) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (f) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (j) The expedited Arbitrator, who shall act as sole arbitrator, shall be selected from the list of arbitrators in Appendix B - Arbitrators.
- (k) It is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

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

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8 - Grievances. Two copies of the written notice of dismissal or suspension shall be forwarded to the union designate within five calendar days of the action being taken.

10.3 Right to Grieve Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include:
 - (1) written censures;
 - (2) letters of reprimand;
 - (3) adverse reports of a disciplinary nature.
- (b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Annual Performance Evaluations

- (a) It is understood that Annual Performance Reviews are intended for personal development and therefore will not be used for disciplinary purposes. Where the Employer has concerns about work performance and behaviour, which require documentation for progressive disciplinary purposes, a separate letter of employer concern and/or employee warnings will be issued to the employee and are subject to the grievance procedure.
- (b) Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to meet with the Employer to discuss performance and the evaluation. Employees will be paid for time incurred attending such meetings. The employee will be given up to seven calendar days to read, review and sign the evaluation and return to the Employer. The employee will have opportunity to provide comments in the employee comments section on the form.
- (c) The evaluation form shall provide for the employee's signature in one of two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the place indicating disagreement with the evaluation.
- (d) An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (e) An employee shall receive a copy of his/her evaluation at time of signing.

10.5 Personnel File

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

10.6 Right to Have Steward Present

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

alternate present, providing that this does not result in an undue delay of the appropriate action being taken.

(c) This provision shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.7 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

(b) Straight-time paid hours shall include time spent (reflective of the employee's regular schedule of hours) on approved:

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

11.2 Seniority List

A current service seniority list for employees will be provided by the Employer to the Union biannually in June and December.

11.3 Loss of Seniority

An employee shall lose his/her seniority as a regular employee and shall be deemed terminated in the event that:

- (a) the employee is discharged for just cause;
- (b) he/she voluntarily terminates his/her employment, and such resignation is received in writing;

- (c) the employee abandons his/her position;
- (d) the employee is on layoff for more than one year; or
- (e) the employee fails to return to work within seven calendar days of recall after being notified by mail at the last address known to the Employer. Employees required to give two weeks notice to another employer shall be deemed to be in compliance with the seven calendar day provision.
- (f) he/she fails to report for work upon termination of an authorized leave of absence unless he/she can give an acceptable reason to the Employer for the absence.

11.4 Re-Employment

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

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

If a vacancy or a new job is created within the bargaining unit, the following shall apply:

- (a) If the vacancy or new job has a duration of 60 days or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area, and the commencement date shall, before being filled, be posted for a minimum of seven calendar days, in a manner which gives all employees access to such information. The Employer may advertise concurrently with the seven day posting period, provided internal applicants are given first consideration.
- (b) If no qualified candidate is identified through the internal posting process the Employer may fill the position with an external candidate, subject to the grievance procedure.

12.2 Change to Start and Stop Times, Days Off and Department

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and department may be subject to change provided that:

- (a) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and department, and the impact the change will have on the personal circumstances of such employee(s).

12.3 Application From Absent Employees

The Employer shall also consider applications from those employees, with the required seniority, who are absent from their normal places of employment because of sick leave, annual vacation, unpaid leave, union leave, compassionate leave, education leave, pregnancy, parental and adoption leave or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence, without causing undue delay to the hiring process.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of union personnel pursuant to Clause 12.1 - Job Postings and

Applications above. Temporary appointments shall be limited to two months' duration. An appointment may be extended by mutual agreement between the parties.

12.5 Notice To Union

One copy of all postings shall be sent to the union stewards and the staff representative at the time of posting.

12.6 Notice of Successful Applicant

- (a) The Employer shall, within three calendar days of the appointment, inform all applicants and the stewards of the name of the successful applicant either in writing to each applicant or by posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.
- (b) Upon written request (received within seven calendar days of being advised of the results), the unsuccessful applicant from within the bargaining unit shall be given in writing within seven calendar days, the reasons they were unsuccessful.

12.7 Grievance Investigation

- (a) Where an employee feels that he/she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance procedure in Article 8 – Grievances of this Agreement within seven calendar days of being notified of the results.
- (b) The Employer agrees to supply to the Union the names of all bargaining unit applicants for a vacancy or new position in the course of a grievance investigation.

12.8 Selection Criteria

In the filling of bargaining positions, when performance in current and previous positions, knowledge, qualifications, proven ability to make independent decisions and take appropriate action, skill, availability and ability are assessed as comparable, seniority will be the deciding factor.

12.9 Probationary Period

For the first three calendar months of continuous service with the Employer, an employee shall be a probationary employee. The probationary period for part-time employees will be equal to three calendar months of full-time (485 hours), but in any event will not exceed six calendar months. By written mutual agreement between the Employer and the Union, the probationary period may be extended up to a maximum of three calendar months (prorated for part-time employees) provided written reasons are given for requesting such extension.

During the probationary period, an employee may be terminated for just cause. The test for just cause for rejection during probation shall include a test of suitability (which includes, but is not limited to, proven ability to handle the duties and responsibilities of the position, as well as consistent availability for the shifts outlined in the job description). If it is shown on behalf of the employee that the termination was not for just cause, the employee shall be reinstated.

Upon successful completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining perquisites and seniority.

12.10 Qualifying Period

- (a) If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three months. In no instance during the qualifying period shall such an employee lose seniority or

perquisites. The qualifying period for part-time employees will be equal to three months full-time, but will not exceed six calendar months.

(b) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to their former position, providing it still exists, and without loss of seniority and to their former wage rate. Should the former position not exist, the employee will be placed in an equivalent vacant position and will have the ability to exercise their rights under Article 13 - Layoff should there be no vacancy.

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

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"*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 reduction in hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, a reorganization, program termination, closure or other material change in organization or program delivery.

13.2 Layoff

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

- (a) The individual with the least seniority will be designated for layoff within the classification.
- (b) The date the layoff will commence will be identified.
- (c) The employee designated for layoff shall be placed into a vacant regular position in their own classification. If this is not possible, the employee may choose:
 - (1) placement on the casual call-in and recall lists with no loss of seniority; or
 - (2) placement into an equivalent vacant regular position providing they are qualified to satisfactorily perform the duties; or
 - (3) to displace the least senior employee in another equal or lesser classification, provided they are qualified to satisfactorily perform the duties; or
 - (4) severance pay as provided for in Clause 13.5 – Severance Pay.
- (d) The above process will apply to employees displaced pursuant to Subsection (c) above.
- (e) Bumping rights must be exercised within five calendar days of notification of layoff by providing written notice to the Executive Director.
- (f) Displacements shall not result in a promotion.

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 registered mail. Employees must accept recall within five days of receipt of the registered mail.
- (b) The recall period shall be one year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

(d) Nothing herein shall prevent the Employer from hiring persons not on the recall list when qualified employees are not available.

13.4 Advance Notice

The Employer shall notify employees who are to be laid off 30 calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the period after notice of layoff, he/she shall be paid in lieu of work for that part of the notification period during which work was not made available.

It is understood that this clause shall not apply when a layoff is caused by circumstances beyond the control of the Employer (e.g. fire, flood, medical closure, etc.).

13.5 Severance Pay

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

Service	Severance Pay
More than six months but less than 3 years	two weeks
three years	three weeks
four years	four weeks
five years	five weeks
six years	six weeks
seven years	seven weeks
eight years or more.....	eight weeks

One year full-time employment is equivalent to 1950 hours.

13.6 No New Employees

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

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Hours of Operation

The workweek shall provide for a continuous operation based on a seven day week, 24 hours per day, unless otherwise specified.

14.2 Annual and Weekly Hours of Work

Except as otherwise provided in this article the maximum regular annual hours of work shall be 1,950 hours. The maximum weekly hours of work shall be 37½ hours.

14.3 Hours of Work

- (a) Except as otherwise provided for in this article, the average hours of work for each regular full-time employee covered by this Agreement, exclusive of meal periods, shall be 37½ hours per week or an equivalent mutually agreed to by the Employer and the Union.
- (b) Part-time employees, who request additional hours, shall be offered, in order of seniority, additional shifts that are available within their classification, provided they are qualified to do the work and provided it will not result in overtime pay. These hours shall be credited to regular seniority.
- (c) Shelter Workers 1 & 2, regardless of which shelter worked in, shall constitute the same classification for the purposes of this clause.

(d) Front desk and support attendant shall constitute the same classification for purposes of this clause.

14.4 Work Schedules

- (a) The Employer shall arrange the times of all on duty and off duty shifts.
- (b) Where a change in the normal workweek schedule is required to meet bona fide operational needs the Employer agrees to provide the Union and its members with 14 calendar days notice. The notice must be posted on worksite bulletin boards for the entire period of 14 calendar days.
- (c) If the work schedules are changed, employees shall be entitled to exercise seniority in the selection of days of work and shifts within a classification.
- (d) If, after a period of one month, the employee or the Employer, find the new shift to be unsuitable, the employee will be returned to their original shift.

14.5 Rest Periods

Except as otherwise provided for in this article, there shall be a 15 minute rest period in each half day of any full shift. Employees working less than a full shift shall receive one 15 minute rest period. Rest periods shall be taken without loss of pay to the employee.

14.6 Meal Periods

- (a) Meal periods shall be scheduled as close as possible to the middle of the workday and shall be one-half hour unless otherwise specified.
- (b) For employees who are required to stay on site and be available during the meal period, the meal period will be paid at straight-time rates.

14.7 Minimum Daily Pay

- (a) The Employer shall pay the employee a minimum of two hours' pay at his/her regular rate of pay upon reporting to work for a scheduled shift.
- (b) Where the employee commences work, he/she shall receive a minimum of four hours' pay at his/her regular rate of pay.
- (c) Employees required to attend staff meetings during off-duty hours shall be paid at straight-time for the duration of the meeting or a minimum of two hours, whichever is greater.

If the staff meeting abuts with the employee's shift then straight-time rates will be paid for the duration of the meeting.

14.8 Notice of Work Schedules

Employees' work schedules shall be posted at least 14 calendar days in advance of the starting day of a new schedule. The Union/Management Committee may mutually agree to shorten the posting period in extenuating circumstances.

14.9 Days of Rest

The shift schedule shall be applied so as to guarantee each employee two consecutive days of rest.

14.10 Modified Hours of Work Arrangements

The Union/Management Committee shall work together on modified work schedules, based upon the shift patterns and hours of work clauses in this Agreement and the provisions of this article, including the following:

- (a) If either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
- (b) The parties shall have 14 calendar days from the date notice is given to reach agreement on work schedules;
- (c) The Employer retains the right to set the work complement and hours of operations and the Union cannot propose a modified work arrangement which would cost more than the Employer's schedule;
- (d) If the parties are unable to reach agreement within 14 calendar days either party may refer the matter to arbitration.

14.11 Exchange of Shifts

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

ARTICLE 15 - NEW AND CHANGED POSITIONS

15.1 New and Changed Positions

When a new or substantially altered job category covered by this Agreement is introduced, the wage rate and job description shall be given to the Union. The job descriptions presented to the Union shall become the recognized job descriptions until written notice of objection is given by the Union within 30 calendar days. Where the Union objects, it shall provide specific details of its objections which shall be generally limited to whether:

- (a) the job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
- (b) the job is properly remunerated in relation to the existing wage schedule; and
- (c) any qualifications established for the job are relevant and reasonable.

If the classification and/or wage rate established by the Employer for the new or altered position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work performed in excess of the normal daily full shift hours or weekly full shift hours.
- (b) "*Straight-time rate*" means the hourly rate of pay.
- (c) "*Time and one-half*" means one and one-half times the straight-time pay.
- (d) "*Double-time*" means two times the straight-time rate.

16.2 Overtime Compensation

Employees requested to work in excess of the normal daily full shift hours as outlined in Clause 14.2 – Annual and Weekly Hours of Work, Clause 14.3 – Hours of Work, and Clause 14.10 – Modified Hours of Work Arrangements or who are requested to work on their scheduled off-duty days, shall be paid:

- (a) the rate of time and one-half of their basic hourly rate of pay for the first three hours of overtime on a scheduled workday and double-time thereafter or on a day of rest;
- (b) the Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

16.3 Overtime on Day Off

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

16.4 Overtime Pay

Overtime pay shall be paid to the employee in the pay period immediately following the pay period in which the overtime was earned except as provided in Clause 16.5 - Compensating Time Off below.

16.5 Compensating Time Off

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within three calendar months of the occurrence of the overtime. (In no circumstances will compensating time off be taken in the latter part of November or in the month of December). The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the three calendar month period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

16.6 Meals During Overtime

When overtime is required, the Employer will provide a meal at the Centre at the appropriate time. If, for dietary or health reasons, an employee is not able to eat the meal provided and an acceptable meal cannot be provided, they shall be entitled to reimbursement for a receipted meal expense not to exceed \$10.50.

The above would be contingent upon acceptable documentation, either medical or religious, affirming the need for accommodation.

16.7 Right to Refuse Overtime

When an employee is requested to work overtime on a scheduled workday or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

16.8 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 requested to work longer than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday 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 requested to work other than his/her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.9 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his/her next regular shift. If eight clear hours of time off are not provided, overtime rates shall apply to those hours worked on the next regular shift up to the eight hours.

16.10 Callback

Employees called back to work on their regular time off shall receive a minimum of two hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever hours are greater.

16.11 Scheduling of Overtime

- (a) The Employer will make significant efforts to accommodate regular employees who indicate they would prefer not to work overtime. Overtime shall be allocated equitably within each department.
- (b) Where the Employer requires an employee to work overtime, the employee must inform the Employer if they will incur any additional costs (e.g. childcare, transportation). The Employer will reimburse the employee for reasonable additional costs.
- (c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reason for declines. Such records shall be available for viewing by all employees.
- (d) A list of overtime worked, by classification series, shall be posted monthly in each department.
- (e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

- (a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	
- (b) Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.
- (c) An employee shall be paid for a holiday when he/she has been employed for 30 days and has worked 15 days of the last 30 days preceding the holiday.

17.2 Holidays Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the holiday.
- (b) If a regular full-time employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at time and one-half for all hours worked.

17.4 Holiday Falling on a Scheduled Workday

A regular employee (who meets the eligibility requirements outlined in Clause 17.1 – Paid Holidays who is required to work on a designated holiday shall be compensated at time and one-half and shall also receive an additional day off in lieu of the holiday.

17.5 Holiday Coinciding with a Day of Vacation

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

17.6 Christmas or New Year's Day Off

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

17.7 Scheduling of Lieu Days

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

17.8 Alternative Days Off

Employees who are members of non-Christian religions are entitled to up to two days leave of absence without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. Employees may use banked overtime.

ARTICLE 18 - VACATION ENTITLEMENT**18.1 Annual Vacation Entitlement**

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

Vacation Years	Workdays
First	10 days (or prorated)
Second to Eleventh	15 days
Twelfth to Twenty Fourth.....	20 days
Twenty-Fifth year and thereafter	25 days

- (c) A regular part-time employee shall earn vacation on a pro rata basis.

18.2 Vacation Earnings for Partial Years

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

18.3 Vacation Pay

- (a) Vacations shall be paid at an employee's basic pay.

(b) Once per calendar year, upon 15 working days written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period.

18.4 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) The maximum number of employees to be allowed off at any one time will be consistent with the minimum coverage required, as established by the Employer.
- (c) Vacations shall be granted on the basis of service seniority within a department.
- (d) An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of workdays, he/she shall be entitled to use his/her seniority for only one such group of days in a calendar year.
- (e) Vacation schedules shall be circulated for staff application by March 31st each year within each department and the completed schedule shall be posted by April 30th.

Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

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

- (f) It will be the responsibility of the supervisor to post the schedule and notify absent employees.
- (g) An employee who does not exercise his/her seniority rights within one week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (h) An employee who voluntarily transfers to another department where the vacation schedule has already been completed, will not be entitled to exercise his/her seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (i) An employee who is transferred at the request of the Employer shall have his/her vacation as originally scheduled, unless changed by mutual agreement.

18.5 Approved Leave of Absence with Pay During Vacations

- (a) In the event an employee is sick or injured prior to his/her vacation period, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee, or it shall be re-instated for use at a later date.
- (b) An employee intending to claim displaced vacation leave due to illness must advise the Employer and provide a doctor's report covering the period of sickness within seven calendar days of returning to work. Where the leave will be extended due to continued sickness of the employee, the employee will be responsible to advise the immediate supervisor prior to their expected return date for scheduling purposes.

18.6 Callback on Vacation

Employees who have commenced their annual vacation shall not be called back to work.

18.7 Prime Time Vacation Period

All employees shall be allowed to take up to three weeks of their vacation entitlement during the period May 1st to September 30th inclusive, which shall be defined as the prime time vacation period. The

Employer shall make every reasonable effort to allow employees with more than three weeks' entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

18.8 Vacation Credits Upon Death

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

ARTICLE 19 - EDUCATION LEAVE

19.1 Courses/Examinations at the Request of the Employer

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

19.2 In-Service Education

Employees scheduled by the Employer to attend in-service education seminars shall receive regular wages.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

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

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

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

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

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

20.2 Jury Duty

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

(b) An employee in receipt of his/her regular earnings while serving at a court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(c) In cases where an employee's private affairs require a court appearance, the Employer shall grant the employee leave of absence without pay to attend at court.

20.3 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 20.5 - Benefits on Leave of Absence, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24 - Health and Welfare.

The Employer shall continue to make payments to Health and Welfare plans in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

20.4 Family Responsibility Leave

The Employer will grant leave of absence with pay to employees for the following:

- (a) Serious household or domestic emergency (up to two days).
- (b) Up to two days paid leave per calendar year will be granted to meet responsibilities related to care, health and education of a child or member of an employee's family. This will include illness in the immediate family where no one at the employee's home other than the employee can provide for the care of the ill family member. An additional three days of unpaid leave will be granted for the same purpose.

20.5 General Leave

Subject to operational requirements, the Employer may grant a leave of absence for emergency or unusual circumstances without pay to an employee requesting such leave. Employees may maintain coverage for health care plans provided in this Agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of the unpaid leave of absence. Requests for such leave shall be in writing with at least two weeks' notice, except in cases of emergency.

20.6 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceeds 20 workdays in a calendar year. Time off pursuant to Clause 2.10 – Time Off For Union Business shall not be taken into consideration.

20.7 Full-Time Public Duties

The Employer shall grant, on written request, leave of absence without pay and without gain or loss of seniority:

- (a) For employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) For employees elected to a public office for a maximum period of five years.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

- (a) A pregnant employee is entitled to a pregnancy leave of absence from work, without pay, for a period of 17 weeks or a shorter period requested by the employee.
- (b) An employee shall notify the Employer in writing of the estimated date of birth. The employee will make every reasonable effort to give at least four weeks notice prior to the date the employee proposes to commence leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the employee is pregnant and estimating the probable date of birth.

- (c) Regardless of the date of commencement of the leave of absence taken under Subsection (a) above, the leave shall not end before the expiration of six weeks following the actual date of birth unless the employee requests a shorter period.
- (d) A request for shorter period under Subsection (c) above must be given in writing to the Employer at least 21 calendar days before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (e) If an employee's pregnancy is terminated before a leave request is made under Subsection (a) above, the Employer, upon request, shall grant the employee a leave of absence from work without pay for a period of six consecutive weeks. The employee may be required to supply a certificate from a physician verifying termination of the pregnancy. Leave under this clause shall commence on the specified date noted by the physician.
- (f) If an employee is unable to return to work following a leave of absence granted under either Subsection (a) or Subsection (e) preceding, the Employer upon request shall grant to the employee a leave of absence extension not to exceed a total of six consecutive weeks further. To qualify, the employee must supply a certificate from a physician verifying the necessity of the leave.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to 37 consecutive weeks (35 weeks for the birth mother) without pay or a shorter period the employee requests.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks parental leave between them.
- (c) An employee shall give four weeks notice prior to the proposed date of commencement of such leave. The Employer may require the employee to provide a certificate from a medical practitioner stating the date of birth or the probable date of birth if a certificate has not been provided under Clause 21.1(b) - Pregnancy Leave. In the case of adoption the employee shall also provide a letter from the agency that placed the child providing evidence of the adoption.
- (d) Parental leave shall commence:
- (1) in the case of a mother, immediately following the end of the pregnancy leave taken under Clause 21.1 - Pregnancy Leave, unless the Employer and the employee agree otherwise;
 - (2) in the case of a father following the birth of the child and within the 52 week period after the birth date; and
 - (3) in the case of an adopting parent, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care as certified by a physician, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the parental leave.

21.3 Combined Pregnancy and Parental Leave

An employee's combined entitlement to leave under Clause 21.1 - Pregnancy Leave and Clause 21.2 - Parental Leave is limited to 52 weeks plus any additional entitlements provided under Clause 21.1(f) - Pregnancy Leave and/or Clause 21.2(e) - Parental Leave preceding.

21.4 Employment Deemed Continuous

The service of an employee who is absent from work in accordance with this article shall be considered continuous for the purpose of Article 18 - Vacation Entitlement and Article 24 - Health and Welfare. The

Employer shall continue to make payments to Health and Welfare Plans, in the same manner as if the employee were not absent where the employee elects to pay his or her share of the cost of the plans.

21.5 Reinstatement

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this article shall be reinstated in all respects by the Employer in the position previously occupied by the employee and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken, or, if the position no longer exists, the employee may exercise his/her rights in accordance with Article 13 - Layoff and Recall.
- (b) Where the Employer has suspended or discontinued operations during the leave of absence granted under this article and has not resumed operations during the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Agreement, comply with Subsection 21.5(a) above.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

The Employer and the Union agree to cooperate in the promotion of safe working conditions, the prevention of accidents, the prevention of workplace injuries and industrial diseases and the promotion of safe working practices.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Occupational Health and Safety Committees

The parties agree that a joint occupational health and safety committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee shall be between the Employer and the Union, with equal representation, and with each party appointing its own representatives.

22.3 Aggressive Behaviour

- (a) Aggressive behaviour means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (b) When the Employer is aware that a client/resident has a history of aggressive behaviour, the Employer will make such information available to the employee.
- (c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Occupational Health and Safety Committee shall be consulted on the curriculum. If a risk of injury to employees from violence is identified by an assessment performed in accordance with Section 4.28 of the Violence in the Workplace Regulations under the *Workers Compensation Act*, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided. It is understood that this provision is at no cost to the Employer.
- (d) A critical incident stress debriefing session shall be made available and promoted to employees, as soon as possible after a critical workplace related incident occurs. A critical incident shall be defined as any

unusual traumatic workplace incident, including situations such as suicide, violent assaults, deaths, etc. Leave to attend such a session will be without loss of pay. Those employees attending outside of their regular work hours, shall be compensated for the actual time in attendance only at straight-time.

Employees who have suffered a serious work-related traumatic incident of an unusual nature who are sent home after such an incident, shall receive payment for the remainder of the shift without deduction from sick leave.

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

(e) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

22.4 Vaccination and Inoculation

(a) The Employer agrees to take all reasonable precautions to limit the spread of infectious diseases among employees, including in-service seminars for employees and the provision of Hepatitis B and influenza vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection.

(b) An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice. Employees may be required to take skin tests (periodic TB tests are mandatory), x-ray examination, vaccination, and other immunization (with the exception of a rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

22.5 Video Display Terminals

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

22.6 Transportation of Accident Victims

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

22.7 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is, in the opinion of the employee, unsafe pursuant to the *Workers Compensation Act*.

Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union shop steward will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from the Workers' Compensation Board.

22.8 Injury Pay Provision

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

22.9 Hygiene

(a) *Hygiene Facilities*

The Employer will supply and maintain any supplies or equipment needed to ensure proper hygiene is being met.

(b) *Communicable Diseases*

(1) The parties to this Agreement share a desire to prevent acquisition and transmission of communicable diseases. Where employees may come into contact with a person and/or possessions of a person known by the Employer to have a communicable disease, the Employer shall advise such employees that such person and/or possessions may be so affected.

(2) Employees shall hold all information gained pursuant to (1) above in the strictest of confidence.

(3) In respect of communicable diseases, the parties agree to review and establish policies on issues including:

(i) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;

(ii) post-exposure protocols.

(4) The parties agree that the BC Centre for Disease Control may be utilized for the purpose of expertise in this area. Other consultants may be utilized, as deemed appropriate by the parties.

(5) Where any costs, including vaccinations, are incurred by a recommendation of the parties or recommendations of the Centre for Disease Control, it shall be borne by the Employer.

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to dangerous goods, special wastes, pesticides or harmful substances, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 Training

(a) Where an employee is required by the Employer to attend a course for the purpose of health and safety training, there shall be no loss of pay on the part of the employee.

(b) The Employer will provide orientation of in-service training which is necessary for the safe performance of work, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.

22.12 Check-in

The Employer, in consultation with the Occupational Health and Safety Committee, shall institute a written procedure for checking the well-being of a worker assigned to work alone or in isolation under conditions which present a risk, if the employee might not be able to secure assistance in the event of injury or other misfortune. This procedure will be reviewed by the Committee as it deems necessary.

22.13 Resident or Client Information

The Employer shall provide employees with the information known to the Employer, regarding a resident or client, that is necessary for the employees to safely carry out their duties.

Private information about clients and residents will be handled in full compliance with the *Personal Information Protection Act* of British Columbia and the *Employer's Divisional Privacy Policy*.

ARTICLE 23 - CONTRACTING OUT

(a) The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

- (b) The Employer agrees to inform the stewards and the Union's area office of any and all contracted work being performed.
- (c) It is understood by both parties that volunteers, student placements, and clients will not perform bargaining unit work on an ongoing basis and will not be considered contracting out.
- (d) The Union agrees that one maintenance type position arising out of the Volunteer Work Experience Program (VWEP) will not be included in the bargaining unit and will not be considered contracting out. Any additional contracted positions arising from the VWEP shall be mutually agreed to by the parties.

ARTICLE 24 - HEALTH AND WELFARE

24.1 Basic Medical Insurance

All employees may choose to be covered by the British Columbia Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the BC MSP plan. The Employer will pay 100% of the regular premium for the employee only, commencing with the month-end payment following the decision of the employee to enrol and the completion and signature of all forms for this purpose.

24.2 Extended Health, Dental and Group Life Benefits

- (a) The current practice of the Employer with regard to the Extended Health Care Plan, Dental Plan, Group Life Insurance Plan and Accidental Death & Dismemberment Plan as outlined in "*Taking Care -The Salvation Army Employee Benefit Plan*" booklet (15.03.01).
- (b) Employees with more than 25 or more hours weekly will be enrolled in the Plan following the completion of their probationary period.
- (c) The Employer shall pay the monthly "*Single*" premium cost of the Core Plan for Health Care, Dental Care, Basic Life Insurance, and Accidental Death and Dismemberment. All other applicable premiums will be paid by the employee.
- (d) Eligible employees shall be provided with the above-referenced booklet.

24.3 Long-Term Disability Benefits

- (a) The current practice of the Employer with regard to the Long-Term Disability Plan as outlined in "*Taking Care – The Salvation Army Employee Benefit Plan*" booklet will continue for the term of this Collective Agreement.
- (b) Full-time or part-time employee with 30 or more hours weekly will be enrolled in the Long-Term Disability Plan following the completion of their probationary period.
- (c) The premiums will be paid by the employee.

24.4 Registered Retirement Savings Plan

Permanent full-time or part-time employees will be automatically enrolled in the Group RRSP Plan outlined in the RRSP benefit booklet provided at the time of eligibility as follows:

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

Years of Service	Employer Contribution
two to five years.....	three percent
six to ten years.....	three and one quarter percent

11 to 15 years	three and one-half percent
16 to 20 years	four percent
21 to 25 years	five percent
More than 25 years.....	six percent

- (b) Employees may make voluntary contributions over and above the basic contributions of the Employer. Voluntary contributions may be withdrawn once per calendar year.
- (c) All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.
- (d) When the employee terminates employment with the Employer, they can elect from options identified on the appropriate form.
- (e) All employees shall be provided with the Group RRSP booklet.

24.5 Employee and Family Assistance Program

The Employer shall provide an Employee and Family Assistance Program (EAP) for all employees and their eligible dependants.

ARTICLE 25 - WORK CLOTHING AND EMPLOYER PROPERTY

25.1 Uniforms

Where the Employer requires a specific uniform for workers, the cost of purchase and maintenance shall be fully covered by the Employer.

25.2 Protective Clothing and Equipment

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

Employees shall be paid by direct deposit every other week. In extenuating circumstances and as requested on this basis by the employee, a cheque will be provided.

26.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. The rates of pay negotiated by the parties to this Agreement are recorded in Appendix A and are effective on the dates specified in Appendix A.
- (b) The distribution of payslips shall be done in such a manner that the details of the payslips shall be confidential.

26.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he/she shall receive the rate of pay for that position.

26.5 Substitution Pay

- (a) An employee temporarily substituting in or performing the principal duties of a higher paying classification, for all hours worked in that classification, will receive the regular rate for that classification for the period of substitution.
- (b) When operationally feasible, in the view of the Employer, substitution to a higher paying classification shall be offered to employees in a lower classification possessing the knowledge, skills, qualifications, availability and ability required for the higher paying position, in order of seniority.
- (c) An employee temporarily substituting in, or performing the principal duties of a lower paying classification, at the Employer's request, shall receive their normal rate of pay.
- (d) An employee temporarily substituting in an excluded position shall be paid the rate for that position. The substituting employee shall maintain all rights under the Collective Agreement for a maximum period of three months.

26.6 Involuntary Demotion

An employee demoted or placed in a lower paying classification through no fault of their own shall continue to maintain their current rate of pay. They will receive any negotiated increases.

ARTICLE 27 - SICK LEAVE

27.1 Sick Leave

- (a) Regular employees who have completed their probationary period shall accumulate sick leave credits on the basis of one day per month to a maximum of 85 days.
- (b) Sick leave pay shall be based on scheduled work hours lost.
- (c) The Employer may request a doctor's note where the employee has been absent for four consecutive days of work. Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may request a medical certificate at the Employer's expense.
- (d) The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.
- (e) In no case shall sick leave for any one absence exceed a period of 85 working days. When the provisions of this plan and Employment Insurance sickness benefits have been exhausted, eligible employees have access to the Long-Term Disability Plan if they qualify.
- (f) Where medical and/or dental appointments (excluding regular physicals/dental check-ups) cannot be scheduled outside of the employee's working hours, sick leave with pay shall be granted.

27.2 Workers' Compensation Benefit

- (a) Employees shall receive directly from the Workers' Compensation Board any wage loss benefits to which they may be entitled.
- (b) While an employee is in receipt of WCB wage loss benefits, paid holidays and vacation will not accrue. However unused vacation credits accrued in previous years shall not be lost as a result of this article. In addition, Article 24 – Health and Welfare will continue to apply to employees who are entitled to receive WCB wage-loss benefits.
- (c) The provisions of (b) shall also continue to apply to employees who are receiving WCB benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers Compensation Act*, so long as the employee is otherwise entitled to benefits under those sections of the *Workers Compensation Act*.

(d) Where an employee has been granted sick leave and is subsequently approved for WCB wage loss benefits for the same period, WCB shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment. If WCB does not reimburse the Employer directly, the employee shall be responsible to reimburse the Employer upon receipt of WCB benefits.

(e) Employees qualifying for Workers' Compensation coverage shall be maintained on payroll records for a period of up to 24 months and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Clause 20.5 - General Leave.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Copies of Agreements

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason the Union shall print sufficient copies of this Agreement for distribution to employees. The cost of printing shall be borne by the Union. The Employer shall provide a copy of the Collective Agreement to new employees.

28.2 Job Sharing

The Employer shall not enter into any Job Sharing arrangements with employees without the written agreement of the Union.

28.3 Personal Duties

Employees will not be required to perform duties of a personal nature for supervisory personnel which are not related to the work of the Employer.

28.4 Lunchroom

The Employer will provide a clearly identified lunch area for staff members.

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Definition of Casual Employee

- (a) "*Casual employees*" are employed on an "*on call*" basis to cover absences due to sick leave, vacation, or other approved leaves, or to augment staff during peak periods or periods of staff shortage.
- (b) Casual employees will not be used in such a way as would reduce the number of regular full and/or part-time positions.

29.2 Seniority and Application of Agreement

Casual employees accrue seniority on an hourly basis and are covered by all provisions of the Collective Agreement except the following:

Clause 11.4	Re-Employment
Article 13	Layoff and Recall
Clause 14.4(b).....	Work Schedules
Clause 14.8.....	Notice of Work Schedules
Clause 16.3.....	Overtime on Day Off
Clause 16.5.....	Compensating Time Off
Clause 16.8.....	Overtime for Part-time Employees
Clause 16.10.....	Callback
Article 17	Paid Holidays

Article 18	Vacation Entitlement
Article 19	Education Leave
Article 20	Special & Other Leave
Article 21	Pregnancy, Parental and Adoption Leave
Article 24	Health & Welfare
Clause 26.4.....	Rate of Pay on Reclassification or Promotion
Clause 26.5.....	Substitution Pay
Article 27	Sick Leave
Clause 28.2.....	Job Sharing

29.3 Casual Employee Probation

- (a) Casual employees shall serve a probationary period of 485 hours of work.
- (b) The probationary period will not exceed nine months but may be extended up to an additional 485 hours provided written reasons are given for such extension.
- (c) A casual employee who has not completed his/her probationary period, and posts into a regular position in the same classification shall be required to complete his/her probationary period. A casual employee who has not completed the probationary period, and posts into a regular position in a different classification shall complete probation and shall also be required to concurrently complete a qualifying period in accordance with Clause 12.10 - Qualifying Period.
- (d) A casual employee who has completed probation and posts into a regular position shall not be required to serve another probationary period under Clause 12.9 - Probationary Period. If the casual employee posts into a different classification he/she will be required to complete a qualifying period in accordance with Clause 12.10 - Qualifying Period.

29.4 Pay in Lieu

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

29.5 Casual Call-in

- (a) Casual vacancies shall be filled in the following order:
 - (1) Short call shifts (two hours or less notice, including the first shift of a block), will be filled at the discretion of the Employer;
 - (2) Regular part-time employees in accordance with Clause 14.3(b) - Hours of Work;
 - (3) Casual employees in order of seniority within the department.
- (b) Part-time and/or casual employees who are already scheduled for work on the day of the casual vacancy are deemed unavailable for that vacancy.
- (c) Any dispute regarding a casual shift on a posted schedule must be brought to the Employer's attention within seven days of the schedule being posted.
- (d) Each department shall maintain a call-in book for the purpose of recording unscheduled absences from duty and the replacement of personnel. The call-in book shall show:
 - (1) the date and time an employee reported his/her inability to work;
 - (2) the shift he/she was unable to work;
 - (3) the employees called to fill the shift;
 - (4) the time of the calls;
 - (5) the outcome of each call (accepted, declined, no answer, message left); and
 - (6) the name of the person making the calls.

- (e) If a call is not answered after six rings, the caller shall move to the next available employee. If an answering machine is reached or someone is available to take a message, the caller shall leave a message and then proceed down the list.
- (f) If an employee returns a call from a message left and the shift remains unfilled, it shall be offered to him/her. If the shift has already been filled, the employee shall be told that the shift is no longer available.
- (g) A seniority list for part-time and casual employees shall be posted and provided to the stewards and the Union quarterly in March, June, September and December.

29.6 Casual Availability

- (a) All casual employees shall receive a letter of appointment upon recruitment clearly confirming their employment status. This letter shall confirm a phone number at which to be contacted for casual work, as well as the casual employee's days and hours of availability for work of a casual nature. Employees will be contacted and scheduled based on seniority and the documented availability on file.
- (b) Casual employees are accountable for keeping their availability and contact information current. Casual employees may make themselves unavailable for up to three weeks to take unpaid vacation or for other extended periods if circumstances warrant (e.g. pregnancy, jury duty, bereavement). Requests for and approval of such unavailability periods shall be in writing.
- (c) If a casual employee refuses a shift for which they have submitted availability more than twice in a calendar month, for any two calendar months within one calendar year, without exceptional circumstances, he/she will lose all seniority hours and be placed at the bottom of the casual register.
- (d) If a casual employee cancels an accepted shift more than three times per quarter, without exceptional circumstances, his/her name will be removed from the casual employee list.

ARTICLE 30 - TEMPORARY EMPLOYEES

30.1 Definition of Temporary Employee

Temporary employees are hired to fill temporary positions or appointed to cover temporary absences of more than 60 days duration. Temporary employees are members of the bargaining unit and benefit from the full terms of this Collective Agreement, except where otherwise indicated and/or modified.

30.2 Health and Welfare Benefits

Benefits will be extended to temporary employees who are consistently scheduled to work a minimum of 25 hours weekly, who have served in one or more temporary positions for a period of eight consecutive months and whose full-time employment is intended to continue for a minimum of four additional months.

30.3 Sick Leave

Temporary employees will be entitled to sick leave benefits upon completion of the standard probationary period.

30.4 Special and Other Leaves

Temporary employees will be entitled to all special and other leaves excluding Leave for Public Duties and Long-Term Leave for union business.

30.5 Pregnancy/Parental Leave

Given the short-term nature of a temporary employee's employment, they are not entitled to pregnancy/parental leave.

30.6 Vacation

Temporary employees will receive vacation pay of 10.2% of straight-time pay in lieu of scheduled vacations and paid holidays on each pay. Temporary employees will not be entitled to paid vacation leave.

30.7 Termination of Assignment

- (a) Temporary employees are excluded from layoff and recall provisions.
- (b) When a temporary assignment ends, the employee shall revert to his/her former position/status.

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

This Agreement shall be binding and remain in force and effect from November 1, 2010 to March 31, 2013. All provisions of the Agreement are effective the date of ratification unless otherwise stated.

31.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2012 but in any event not later than midnight, January 31, 2013.
- (b) Where no notice is given by either party prior to December 31, 2013 both parties shall be deemed to have been given notice under this section on December 31, 2013, and thereupon Clause 30.3 of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

31.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 31.2 - Notice to Bargain of this article, the parties shall, within 30 days after the notice was given, commence collective bargaining.

31.4 Change in Agreement

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

31.5 Agreement to Continue in Force

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

31.6 Effective Date of Agreement

The provisions of the Collective Agreement shall come into full force and effect, unless otherwise stated, the date of ratification of this Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE GOVERNING COUNCIL OF THE
SALVATION ARMY IN CANADA
ON BEHALF OF VANCOUVER HARBOUR
LIGHT:**

Darryl Walker
President

Josie Delpriore
Territorial Director, Employee Relations

James Gareau
Bargaining Committee

John Thompson
Territorial Manager, Labour Relations

Trevor Mael
Bargaining Committee

Wayne Oster
Executive Director

Billy Smith
Bargaining Committee

Rick Gilbert
Vancouver Harbour Light

Deb Wilson
Staff Representative

Grant Gayman
Director Human Resources

Wendy Tupling Guest, Divisional Director
Employee Relations

Signed this _____ day of _____, 20 _____.

APPENDIX A
Harbour Light Wage Rates

Position	October 1, 2009		1% Increase Effective April 1, 2012	
	Probation	Post Probation	Probation	Post Probation
Bus Person	13.86	14.38	14.00	14.52
Cook	17.28	17.80	17.45	17.98
Dishwasher	13.86	14.38	14.00	14.52
Kitchen Supervisor	19.44	19.95	19.63	20.15
Prep Cook	14.81	15.33	14.96	15.48
Shelter Worker 1	16.36	16.87	16.52	17.04
Shelter Worker 2	17.58	18.10	17.76	18.28
Caseworker	19.80	20.31	20.00	20.51
Janitor	14.81	15.33	14.96	15.48
Facilities Assistant	15.13	15.65	15.28	15.81
Desk Clerk	16.36	16.87	16.52	17.04
Support Attendant	16.36	16.87	17.76	18.28
Front Desk Coordinator	18.99	19.51	19.18	19.71
Driver	16.36	16.87	16.52	17.04
Loading Dock Worker	15.13	15.65	15.28	15.81
Loading Dock Supervisor	19.97	20.49	20.17	20.69
Counsellor #1*	19.97	20.49	20.17	20.69
Counsellor #2*	23.40	23.92	23.63	24.16
Counsellor #3*	25.24	25.75	25.49	26.01
Coordinator of Supportive Recovery Program	25.24	25.75	25.49	26.01
Beacon Front Desk	17.58	18.10	17.76	18.28
Shelters Outreach Worker	18.35	18.85	18.53	19.04
Shelters Administrative Assistant	16.50	17.00	16.67	17.17
Shelters Case Work Coordinator	21.15	21.65	21.36	21.87

* The following positions are paid at the Counsellor 1, Counsellor 2 or Counsellor 3 rate of pay, dependent on the employee's educational qualifications.

- CRF Counsellor
- CRF High Risk Case Worker
- CRF Case Worker
- CRF Outreach Worker
- CRF Mental Health Worker
- Addictions Counsellor
- Intake Counsellor
- VWEF Program Coordinator

Counsellor Level 1 has some Basic Counselling training but does not have their ICADC Certificate.

Counsellor Level 2 has ICADC Certification.

Counsellor #3 – has Master's degree.

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

Bonus

Signing Bonus – total \$31,000 – each employee's entitlement is calculated as:

<u>Employee's 2011 Harbour Light ARC paid hours</u> x	\$31,000
Total Bargaining Unit 2011 Harbour Light ARC Paid Hours	

This cash bonus will be paid to BCGEU employees who were employed as of December 31, 2011. The cash bonus will be paid out on the first pay period of February, 2012.

**APPENDIX B
Arbitrators**

Joan Gordon
Chris Sullivan
Irene Holden

**LETTER OF UNDERSTANDING #1
Client Therapeutic Mentoring - Work Experience Program**

The parties agree that:

PREAMBLE:

The Salvation Army Vancouver Harbour Light is a unique, residential addiction and rehabilitation centre for alcohol and other drug dependent males. Its primary objective is to facilitate clients in achieving recovery from their addiction, and through a therapeutic process, assist the clients in acquiring experience and skills that will facilitate and enable them to maintain recovery and re-enter the workforce and to become productive citizens in the community.

The Therapeutic Mentoring - Work Experience Program involves compulsory program assignments, services rendered, work release opportunities and practical hands on work experience in a designated field of service at Harbour Light.

The parties agree to establish a Joint Community Resources Integration Committee (CRIC) composed of two union representatives involved in the program process and representatives of the Employer, unless otherwise agreed to between the Union and the Employer. The Committee shall meet at least once per month or at the call of either party, at a mutually agreeable time and place. Employees shall not suffer any loss of pay for the time spent attending meetings or doing the work of the Committee.

1. The Union recognizes and agrees that clients may participate in the day to day operations at Harbour Light for therapeutic value.
2. Clients participating in the Therapeutic Mentoring - Work Experience Program shall not be considered employees for the purposes of this Collective Agreement (i.e. program assignments, services rendered, CSC work release program, or work experience).
3. The Employer's current practice with respect to the application of the Client Therapeutic Mentoring - Work Experience Program of clients shall be maintained, unless it is in conflict with this Letter of Understanding.
4. The Employer agrees not to engage any clients in work performed by bargaining unit members which would result in a reduction of hours or the layoff of any employee who presently performs such

work or prevents bargaining unit employees on recall from being recalled, including part-time and casual employees who request additional hours, if such employees are available.

5. The essential building block that will bridge the gap between a client's chronic addiction lifestyle shall cover the following time frame:

Three months (90 days) - completion of the Treatment Program which may include program assignments and;

A further three months up to twelve months following the completion of the Treatment Program in a services-rendered or CSC work release program work experience in a specific area of job training (i.e. desk clerk, janitor). In any event, a client's date of entry into the Treatment Program and Therapeutic Mentoring - Work Experience shall not exceed a total of 15 months.

The following shall be adhered to with regard to Services Rendered clients.

- (a) Issues (including workload) created due to the use of Services Rendered clients will be dealt with at the Labour Management Committee.
- (b) Employees required to oversee the training of a Services Rendered client shall be paid a premium of one dollar per hour for each hour or part thereof.

LETTER OF UNDERSTANDING #2
Volunteers

The Harbour Light engages many individuals who volunteer or donate their time to assist at Harbour Light in various capacities (including Christmas Day).

The use of volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

LETTER OF UNDERSTANDING #3
Temporary Programs

If the Employer establishes temporary programs, including the Cold/Wet Weather Shelter Program, additional staffing for block shifts will be offered first to part-time shelter workers, by seniority. These additional hours shall be credited to regular seniority. It is understood that employees will be on a temporary assignment only from their regular position.