

COLLECTIVE AGREEMENT

between the

TLA'AMIN NATION

and the

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

Effective from April 1, 2018 to March 31, 2023

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ARTICLE 1 - PREAMBLE

1.1 Mission Statement

The Tla'Amin Nation is committed to support and assist the Tla'Amin community to work towards a healthy community. We are committed to a respectful partnership that maintains and advances our health and well-being in an equitable and holistic manner.

The Tla'Amin Nation strives to honor, respect and acknowledge Sliammon traditions, relying on the guidance of our elders to ensure health services provided on our traditional territory, are respectful to our Sliammon members and to eligible recipients within the designated service area.

Based on our Taow (our teachings), passed on from our elders, we will empower our citizens to be healthy, self-governing stewards of the land and resources. With full jurisdiction and responsible leadership, we will create the economic and employment opportunities to sustain and improve the quality of life for present and future generations. This will include encouraging and supporting mentorship and training opportunities for our people to assume leadership roles in our community.

We will establish, administer and improve health services and facilities for the Tla'Amin membership and to other persons residing in the service area. Such services will be delivered and administered in a respectful manner and embrace the cultural teachings of the Tla'Amin Nation.

We will work to improve and promote the wellness of the community in a holistic manner, which includes Tla'Amin cultural and spiritual healing and counselling practices to be blended in partnership with the techniques of modern evidence-based medicine.

1.2 Purpose Of Agreement

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

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

1.3 Future Legislation

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

1.4 Conflict With Regulations

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

1.5 Use of Terms

(a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural*

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

1.6 No Discrimination

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

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

1.7 Good Working Relations

The Employer, the Union and the employees are committed to providing a safe, respectful and harassment free workplace - one that promotes teamwork, mutual respect and fairness for all.

ARTICLE 2 - DEFINITIONS

2.1 Employees

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

(b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all provisions of this agreement on a prorated basis except as provided for in Article 28 (Health and Welfare Benefits).

(c) Casual employees are employed on an "*on call*" basis to cover absences due to sick leave, vacation, special leave, or augment the staffing complement during peak periods, pursuant to the provisions of Article 31 (Casual Employees).

(d) "*Special Project Employees*" are employees hired for a specified period of time and associated with specific funding sources and/or grants. Such employees shall be members of the B.C. Government and Service Employees' Union and will be considered casual employees for purposes of the collective agreement. Wage rates shall be associated with the specific funding proposal. Special project positions shall be posted and awarded in accordance with the collective agreement.

2.2 Other Definitions

(a) "*Classification*" defined for the purposes of the collective agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.

(b) "*Common-Law Spouse*" and "*Common-Law Partner*" means two (2) people who have co-habited as spousal partners for a period of not less than one (1) year.

- (c) "Day" is a calendar day, unless otherwise noted.
- (d) "Gender Identity" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- (e) "Ability" includes the ability to interact effectively with clients.
- (f) "Delegated Function(s)" means functions performed by employees in classifications authorized or delegated under the *Child, Family and Community Services Act* and the *Adoptions Act*.
- (g) "Aboriginal" as defined in the Constitution of Canada, "includes the Indian, Inuit, and Metis peoples of Canada".
- (h) "Employer" means the Tla'Amin Nation
- (i) "Union" means the B.C. Government and Service Employees' Union
- (j) "Child" whenever the word "child" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare or a dependent child of a spouse, including the dependent child of a common-law spouse or partner.
- (k) "Parent" will be recognized to mean any person who is the legal guardian of another person.
- (l) "Aunt or Uncle" are the employee's parent's siblings.
- (m) "Niece and Nephew" are the children of a sibling of the employee.
- (n) "Spouse" or "Partner" means a person legally married to the employee or a person of the same or opposite sex involved in a common-law relationship with the employee in accordance with legislation.
- (o) "Day of Rest" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of her position. This does not include employees on leave of absence.
- (p) "Leave of absence with pay" means to be absent from duty with permission of Health Director or Designate and with pay
- (q) "Leave of absence without pay" means to be absent from duty with permission of Health Director or Designate but without pay.
- (r) "Pay" means rate of compensation per hour for the job.
- (s) "Resignation" means a voluntary notice by an employee that they are terminating their service on the date specified.
- (t) "Rest Period" is a paid interval that is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (u) "Vacation year" shall be the calendar year commencing April 1 and ending March 31.
- (v) "Health Director" is an individual appointed by Tla'Amin Nation with managing authority of and overall responsibility for Tla'Amin Nation.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS**3.1 Bargaining Unit Defined**

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

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

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

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (b) A steward, or her alternate, must obtain the permission of her immediate supervisor before leaving work to perform duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.
- (c) Where the shop steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
 - (5) attending meetings called by the Employer.

3.7 Union Meetings

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

3.8 Bulletin Boards

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

3.9 Union Insignia

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

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) to stewards to maintain all bulletin boards;
- (6) to employees designated by the Union to sit as observers on interview panels;
- (7) to the grievor to attend an arbitration board or any other Labour Relations body.
- (8) Any employee required to attend a hearing who is scheduled to work night shift prior to the hearing shall be granted that shift off without pay at the employee's request. Any employee required to attend a hearing for over three (3) hours who is scheduled to work the evening shift the day of the hearing shall be granted that shift off without pay at the employee's request.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties as outlined in Article 3.6;
- (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours;

(c) *With Straight-Time Pay*

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

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

(e) *Collective Bargaining*

A union bargaining committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

3.11 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.

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

3.12 Labour Relations Code

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

3.13 Emergency Services

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

ARTICLE 4 - UNION SECURITY

(a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

(c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

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

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

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount shall be the amount deducted. From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.

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

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS**8.1 Representation**

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

8.2 Union Representatives

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

8.3 Labour Management Committee

(a) There shall be established a labour/management committee composed of two (2) union representatives and two (2) employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four (4) union representatives and four (4) employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees, as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) An employer representative and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer within three (3) working days.

(c) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

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

**Geographic Area: A group of communities where it is practical for multiple locations to meet together.*

8.4 Technical Information

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

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, she shall not, where possible, act as a steward in respect of her own grievance, but shall submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

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

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

9.4 Step 2

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

9.5 Time Limit to Reply to Step 2

- (a) Within ten (10) days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The shop steward and the representative of the Employer shall fill out a "*shared fact sheet*" listing an agreed statement of facts. The "*shared fact sheet*" is on a "*without prejudice*" basis and shall not be referred to by either party in any third party proceedings.
- (b) An Aboriginal employee, with the mutual consent of the Employer, may have her grievance heard by an Elders Council. Recommendations to resolve the difference, made by the Elders Council, are

without prejudice, Where the recommendations are unacceptable, either party may then advance the grievance to the next step of the grievance procedure. Time limits will be extended by the time taken by the Elders Council to make written recommendations to resolve the difference. The parties agree that the hearing of the grievance by the Elders Council shall take place within thirty (30) days of the request. It is understood that the employee has the right to have union representation involved in this process.

(c) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

9.6 Step 3

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

(a) Within fourteen (14) days after the reply has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or

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

9.7 Time Limit to Reply at Step 3

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

9.8 Time Limit to Submit to Arbitration

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

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

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

9.9 Failure to Act

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

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievance

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

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 or 3 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

9.12 Deviation from Grievance Procedure

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

9.13 Policy Grievance

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

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

9.14 Technical Objections to Grievances

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

9.15 Management Grievance

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

ARTICLE 10 - ARBITRATION

10.1 Notification

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

10.2 Appointment of the Arbitrator

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

Appendix B may be amended by mutual agreement to allow for Aboriginal arbitrators.

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

10.6 Expenses of Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

10.7 Amending Time Limits

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

10.8 Witnesses

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

10.9 Expedited Arbitration

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

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection; and
- (8) demotions.

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

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances. See Appendix B for the list of arbitrators approved to hear expedited arbitrations.

(d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

(a) The Employer may dismiss or suspend for just cause any employee who has completed her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension and an employee shall have the right to have a steward present, providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice of suspension or dismissal shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.

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

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

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

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

(c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure, if successful the document shall be removed.

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

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

11.5 Personnel File

(a) An employee, or the President of the Union or her designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed at the employee's worksite or, where it is not possible; the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. Upon written notice from the employee or the Union, the Employer shall provide access to such information as soon as reasonably practical and within five (5) working days.

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

11.6 Right to Have Union Representative Present

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

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

11.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity within ten (10) days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

11.8 Probation

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

(b) The probationary period for supervisory employees and professional employees (registrants of a regulatory body) shall be six (6) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee; whichever occurs last.

(c) The probationary period for all other employees shall be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period shall not exceed six (6) calendar months.

- (d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months.
- (e) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.
- (f) The probationary period for employees who perform delegated functions shall be six (6) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

11.9 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will provide the Union with a summary of the investigation report. This summary sheet is on a "*without prejudice*" basis and shall not be referred to by either party in any third party proceedings.
- (c) The Employer will notify the union designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) Seniority includes employment with the Employer prior to certification and shall be as follows:
 - (1) regular full-time employees shall have a seniority date, which includes all seniority as a regular part-time employee and as a casual employee and shall include all absences for which seniority continues to accumulate.
 - (2) regular part-time employees shall accrue seniority based on all hours paid.
 - (3) casual employees shall accrue seniority on an hourly basis for all hours paid.
 - (4) for the purpose of part-time and casual seniority, seniority shall be credited as all hours paid for and shall include all absences for which seniority continues to accumulate.
 - (5) upon achieving regular full-time employee status, a part-time or a casual employee shall have their hourly seniority converted to a seniority date. The resulting date shall be deemed to be the employee's Seniority date.
 - (6) regular full-time employees who are returned to either part-time or casual status shall have their seniority converted to hour.
- (b) *Movement Between Agencies*

When an employee who was employed by one employer and is subsequently employed by another employer as a result of a merger the employee shall be credited with seniority in accordance with the following:

(1) where the two (2) employers have a similar method of calculating seniority each employee moving from one agency to another shall be credited with their seniority.

(2) where the employers have a different method of calculating seniority, the employee shall have their seniority calculated by their current employer using the methodology of the new employer.

12.2 Seniority List

The Employer will prepare and provide to the Union once every six (6) months an up-to-date seniority list containing the following information pertaining to its regular employees:

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

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

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

12.3 Loss of Seniority

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

- (a) She is discharged for just cause;
- (b) Subject to Article 12.5, she voluntarily terminates her employment or abandons her position, as per Article 11.7 (Abandonment of Position);
- (c) She is on layoff for more than one (1) year;
- (d) Upon being notified by the Employer by priority courier or facsimile or email at her last known address that she is recalled from layoff, she fails to contact the Employer with her acceptance of recall within seven (7) days of receipt of the recall notice. After contacting the Employer, employees shall have up to fourteen (14) days to return to work;
- (e) She is permanently promoted to an excluded position and does not return to the bargaining unit within six (6) months.

12.4 Bridging of Service

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

- (a) The employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) The resignation must indicate the reason for termination;

- (c) The break in service shall be for no longer than six (6) years;
- (d) The previous length of service shall not be reinstated until successful completion of the probation period on re-employment.

12.5 Same Seniority

When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by hours worked, then by alphabetical order using last names, then by alphabetical order using first names, and then finally by a flip of a coin.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is:

- (a) A cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) A reduction in hours of work greater than four (4) hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status. At the option of the employee, the employee may determine to remain within their reduced position.

13.2 Pre-Layoff Canvass

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

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

- (b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

13.3 Layoff

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

13.4 Bumping

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

- (b) A laid off employee can choose:
- (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
 - (2) to bump any employee with less seniority if she is qualified to perform the work. An employee can bump up, but not into a supervisory position. Subsequent employees affected by bumping may choose to bump the least senior employee whose hours are, firstly, up to four (4) hours more or less than the employee's and secondly, within the next or a subsequent four (4) hour time band provided she is qualified to satisfactorily perform the work:
- (c) An employee must exercise her bumping rights within seven (7) days of receiving a notice of layoff by providing written notice to the Health Director.

13.5 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier or facsimile or email. Employees must accept recall within seven (7) days of receipt of the priority courier or facsimile or email. Employees shall have fourteen (14) days after accepting recall to return to work.
- (b) The recall period shall be one (1) year.
- (c) At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority.
- (d) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.6 Advance Notice

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

- (a) One (1) weeks' notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) Two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) Three (3) weeks' notice and/or pay in lieu of notice after two (2) consecutive years of employment, plus one (1) additional week for each year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

13.7 Grievance on Layoffs and Recalls

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

13.8 Worksite Closure

- (a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union. Following consultations, where the Employer offers positions to all or part of the staff affected, the following shall apply:
- (1) employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of three (3) months.
 - (2) if the downward classification lasts longer than three (3) months, no employee shall suffer more than ten percent (10%) reduction in their basic pay.

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

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purposes of this article, the normal hours of operation shall usually be 8:30 a.m. - 4:30 p.m. (Monday - Friday) with the exception of some program activities and events which may occur outside of these hours.

14.2 Hours of Work

(a) The hours of work of a regular full-time employee shall be an average of thirty-five (35) to forty (40) hours per week, exclusive of an unpaid meal break, and a maximum of eight (8) hours per day, exclusive of an unpaid meal break.

(1) if an employee, reporting for work at the call of the Employer is informed upon arrival at work that she is not required to work, the employee shall be paid for a minimum of two (2) hours' pay at her regular rate.

(2) an employee reporting for work at the call of the Employer shall be paid a minimum of three (3) hours pay at her regular rate if she commences work.

(3) except as provided in (4) and (5) below, the Employer shall not schedule shifts of less than four (4) hours in duration.

(4) regularly scheduled shifts which are less than four (4) hours in duration shall continue for the term of this collective agreement. Any new arrangements involving regularly scheduled shifts which are less than four (4) hours in duration.

(5) employees working in School Aged Child Care Programmes may be scheduled for a minimum of three (3) hours.

(b) No employee shall be scheduled for more than five (5) consecutive days without receiving two (2) consecutive days off unless otherwise agreed by the Union and the Employer.

(c) Notwithstanding (c), employees may request, in writing, to be scheduled up to six (6) days in a week so as to pick up additional hours up to the maximum hours listed in Article 14.2(a). Employees must have a twenty-four (24)-hour break after six (6) consecutive days of work.

(d) To ensure efficient and effective service delivery within a climate of fairness, current arrangements regarding the assignment of additional hours shall apply:

(1) additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:

- (i) full-time employees
- (ii) part-time employees

(2) additional hours shall be compensated as per Appendix A (Wage Grid). Additional hours shall be used to calculate all benefits of this collective agreement except as provided in Article 28 (Health and Welfare Benefits).

- (3) regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

(e) *Extended Hours Shifts*

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

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

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

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

14.3 Rest Periods

- (a) Rest periods shall be taken without loss of pay to the employees.
- (b) All employees shall have two (2) fifteen (15)-minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period.
- (c) Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours shall receive one (1) rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed

14.4 Meal Periods

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

14.5 Flextime

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
- (1) choose their starting and finishing times; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement, through a specified averaging period.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for employees on flextime shall be two (2) pay periods.
- (d) The workday for those employees on flextime shall not exceed ten (10) hours.

14.6 Staff Meetings

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

14.7 Standby Provisions

- (a) Employees required to be on standby shall be paid one dollar (\$1) per hour, or portion thereof.
- (b) The minimum standby requirement shall be four (4) consecutive hours.
- (c) Should the Employer require an employee to have a pager, beeper, or a cellular phone available during their standby period, then all related expenses for such device shall be the responsibility of the Employer.

14.8 Conversion of Hours

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

ARTICLE 15 - SHIFTS**15.1 Exchange of Shifts**

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

15.2 Shortfall of Shifts

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

15.3 Split Shifts

- (a) Subject to (b) below, it is understood that there shall be no regularly scheduled "*split shifts*" except in School Age Child Care Programmes or as negotiated between the Union and the Employer.
- (b) All existing split shift arrangements shall be retained as per the previous collective agreement until the expiration of the service contract associated with the arrangement. The Employer shall give the Union sufficient notice of any new/renewed split shifts arrangement in order to ensure adequate time to discuss the arrangements.

15.4 Work Schedules

- (a) Work schedules must be posted fourteen (14) calendar days in advance of the beginning of the work schedule.
- (b) Changes to the posted work schedule may only be made for bona fide operational requirements.
- (c) With the exception of (d) below, if the change to the employee's schedule is initiated by the Employer with less than forty-eight (48) hours' notice, the employee shall be paid a premium of eighty-five cents (85¢) per hour for work performed on the first shift of the revised schedule.
- (d) The penalty in (c) above does not apply if the change is initiated by the Employer with less than forty-eight (48) hours' notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.
- (e) If child care or other serious personal circumstances do not permit such a change, employees may choose to transfer to casual status. An employee who transfers from regular to casual status shall have their regular sick bank frozen and inaccessible, until such time as the employee posts back to regular status or posts to a vacancy under Article 24.10.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
 - (1) the scheduled daily hours of a full-time employee;
 - (2) the maximum daily hours for those employee on flextime; or
 - (3) the agreed averaging period.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double-time*" means twice (2x) the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times (2½x) the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement shall be calculated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

16.3 Recording of Overtime

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

16.4 Sharing of Overtime

Overtime work shall be allocated equitably.

16.5 Overtime Compensation

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

- (a) time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled workday; and
- (b) double-time (2x) for hours worked in excess of the two (2) hours referred to in (a) above;
- (c) double-time (2x) for all hours worked on a scheduled day of rest.

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

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

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

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

16.8 Callback Provisions

Employees called back to work, to work overtime shall be compensated for a minimum of two (2) hours at applicable overtime rates.

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

16.9 Rest Interval

An employee required to work overtime beyond her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift, which fall within the eight (8)-hour period.

16.10 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.

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

16.11 Authorization and Application of Overtime

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

Employees working in more than one (1) program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

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

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

(a) The Employer recognizes the following as paid holidays:

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

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

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first (1st) regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 (Vacation Schedules).

17.4 Working on a Designated Lieu Day

If a regular employee is called to work on a day designated as the lieu day, the employee shall be compensated at time and one-half (1½x) for all hours worked and the lieu day shall be rescheduled in accordance with Article 17.3 (Holiday Falling on a Day of Rest).

17.5 Holiday Falling on a Workday

An employee who is required to work a designated holiday shall be compensated at time and one-half (1½x) for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 17.11 (Paid Holidays for Part-Time Employees).

The lieu day shall be scheduled by mutual agreement or in accordance with Article 18.6 (Vacation Schedules) or where the Employer and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned or where the Employer and the full-time employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.6. (Vacation Schedules).

17.6 Holiday Coinciding With a Day of Vacation

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

17.7 Christmas Day or New Year's Day Off

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

17.8 Paid Holiday Pay

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

17.9 Religious and Ethno-Cultural Holidays

An employee shall have the option of working Boxing Day and Easter Monday if her worksite is open, in exchange for two (2) paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 17.1 (Paid Holidays). Employees exercising this option shall not be entitled to compensation pursuant to Article 17.5 (Holiday Falling on a Workday) on Boxing Day and Easter Monday and shall provide the Employer with the dates of the alternative two (2) days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

17.10 Other Observances

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (b) Shall provide the Employer with the dates of the four (4) days for which the leave will be requested. A minimum of two (2) weeks' notice is required for leave under this provision

17.11 Paid Holidays for Part-Time Employees

Regular part-time employees will accumulate a statutory holiday bank based on six point three percent (6.3%) of their regular straight-time hours in each pay period. When a paid holiday occurs, and where the bank contains sufficient hours, the employee will be paid an amount from their paid holiday bank which is equal to the employee's average regular daily hours (determined by prorating the employees' regular schedule by the full-time hours as per Article 14.2(a) (Hours of Work).

ARTICLE 18 - ANNUAL VACATIONS**18.1 Vacation Year**

"*Vacation year*" - for the purposes of this article, a vacation year shall be the vacation year commencing April 1 an ending March 31.

"*First vacation year*" - the first (1st) vacation year is the vacation year in which the employee's first (1st) anniversary of employment falls.

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

18.2 Annual Vacation Entitlement

(a) Upon completion of probationary period an employee shall be entitled to take all earned paid vacation entitlement or any portion thereof. Such vacation shall be deducted from the total earned entitlement for that year. New employees may use their vacation accrual after their probationary period is completed. If unsuccessful passing their probationary period, the employee shall receive pay equal to their vacation accrual within their final pay cheque.

(b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

- | | | |
|-----|--|-------------------------------------|
| (1) | 1 year to 3 years of continuous service | 10 workdays (4% of gross earnings) |
| (2) | 4 years to 6 years of continuous service | 15 workdays (6% of gross earnings) |
| (3) | 7 years to 10 years of continuous service..... | 20 workdays (8% of gross earnings) |
| (4) | 11 to 19 years of continuous service | 25 workdays (10% of gross earnings) |
| (5) | 20 or more years of continuous service | 30 workdays (12% of gross earnings) |

(c) Vacation entitlement will be prorated for part-time employees.

18.3 Vacation Preference

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

(b) An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first (1st) vacation period. Seniority shall prevail in the second (2nd) vacation period, but only after all other "*first*" (1st) vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.5.

18.4 Vacation Pay

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

18.5 Vacation Carryover

(a) A regular employee may carry over up to five (5) days' vacation leave per year, which must be used by May 15 of the following fiscal year. An employee shall not receive pay in lieu of vacation time, except upon retirement or termination.

(b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, or as a seniority choice for the subsequent vacation year.

18.6 Vacation Schedules

Employees shall make a written request at least ten (10) working days prior to the vacation time desired. Written confirmation from the Employer will be given within five (5) working days after receipt of the employee's written request. Such notice may be waived by mutual agreement.

An employee who does not exercise her seniority rights to request vacation dates prior to a less senior employee, shall not be entitled to exercise those rights in respect to vacation time previously selected and approved for an employee with less seniority.

18.7 Vacation Schedule Changes

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

18.8 Vacation Pay Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.2.

18.9 Vacation Credits Upon Death

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

18.10 Vacation Pay Upon Termination

Should an employee's employment terminate prior to the end of the fiscal year any unearned vacation taken shall be paid back to the Employer and can be deducted from the employee's final paycheque.

18.11 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this section shall only apply when the period of illness or injury is in excess of two (2) days and a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.12 Callback on Vacation

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

- (b) When, during any vacation period, an employee is recalled to duty, she shall be reimbursed for all reasonable expenses incurred by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining vacation time.

18.13 Prime Time Vacation Period

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

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

(a) Sick Leave Credits

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one (1) day per month to a maximum of thirty (30) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.

- (b) Each sick leave day shall be compensated at one hundred percent (100%) of the employee's regular rate.

19.2 Employee to Inform Employer

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

19.3 Medical and Dental Appointments

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

19.4 Workers Compensation Benefit

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

ARTICLE 20 - SPECIAL AND OTHER LEAVES

20.1 Bereavement Leave

- (a) Bereavement leave of absence of five (5) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, niece, nephew, uncle, aunt, cousin, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such bereavement leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits shall be restored.
- (d) In the event of the death of an employee's friend, client she works with, co-worker or other relative of the employee, she shall be entitled to bereavement leave without pay for up to one (1) day for the purpose of attending the funeral or other ceremonial occasion.

20.2 Special Leave

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

- (a) Marriage of the employee5 days;
- (b) Birth or adoption of the employee's child2 days;
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member up to 2 days;
- (d) Attend wedding of employee's child 1 day;
- (e) Moving household furniture and effects 1 day;
- (f) Attend their formal hearing to become a Canadian citizen 1 day;
- (g) Court appearance for hearing of employee's child 1 day;
- (h) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
- (1) the care, health or education of a child in the employee's care; or
 - (2) the care or health of any other member of the employee's immediate family.
- (i) The event of the death of the employee's friend or other relative or to attend as a pallbearer or mourner, the employee shall be entitled to leave for up to one (1) day for the purpose of attending the funeral or other ceremonial occasion.

- (j) To attend/celebrate Aboriginal spiritual/ceremonial events2 days paid leave annually.

Employees may utilize their vacation and paid banks, excluding sick leave, for the purposes of Special leave days to be with pay.

Any employee who qualifies for a special leave listed within this provision without pay, upon their request for the special leave, shall be entitled to be granted the days as special leave days.

20.3 Full-Time Union or Public Duties

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

- (a) For employees to seek election in a municipal, provincial, federal, first nation or other Aboriginal election, for a maximum period of ninety (90) days;
- (b) For employees selected for a paid position with the Union or anybody to which the Union is affiliated for a period of up to one (1) year and shall be renewed upon request of the Union;
- (c) For employees elected to a public office for a maximum period of five (5) years;
- (d) For an employee elected to a full-time position of the Union or anybody to which the Union is affiliated, the leave shall be for the period of the term and shall be renewed upon request of the Union;
- (e) For an employee appointed or elected to a full-time position with a first nation or other Aboriginal organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

20.4 Leave for Court Appearances

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

20.5 Elections

Any employee eligible to vote in a federal, provincial or municipal, first nations or other Aboriginal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast her ballot.

20.6 General Leave

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

20.7 Benefits While on Unpaid Leave of Absence

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

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

Payment of benefit premiums will be prorated for partial months.

20.8 Personal Wellness Days

The Employer shall grant an employee with five (5) days with pay for general leaves of absence requested by an employee. All requests, approvals and denials for leave shall be in writing. Approval shall not be withheld unjustly.

20.9 Compassionate Care Leave

An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and confirmed palliative.

A regular employee who is granted compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The eligible employee's benefit coverage will continue to apply as though the employee was on a paid leave for the duration of the compassionate care leave, to a maximum of eight (8) weeks.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- (d) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

20.10 Short-Term Worksite Closure

- (a) If the employer determines, for any reason, to close the worksite operations prior to the end of the scheduled work day, the employees shall receive paid leave.
- (b) Where the Employer requires some employees to remain at work during an office closure, the offer shall be made in seniority order to those employees who are qualified to do the work. The Employer shall pay the employee(s) who are required to remain at work a premium of an additional point five (.5) of their regular pay (meaning 1.5 times the regular pay of the classification for the time worked) during the above period of time.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

21.1 Maternity

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one (1) week 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 qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

21.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:

- (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21;
 - (2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, commencing within the fifty-two (52)-week period following the birth of the child;
 - (3) in the case of an adopting parent, commencing within the fifty-two (52)-week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2)-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave Without Pay

All leave taken under Article 21 is leave without pay.

21.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 21.1 and 21.2 in respect of the birth or adoption of any one (1) child shall not exceed fifty-two (52) weeks, except as provided under Article 21.1(f) and/or 21.2(c).

21.5 Return From Leave

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

21.6 Benefit Plan

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

21.7 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

21.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as

determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

21.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 21.1 and 21.2, an employee shall be granted a further unpaid leave of absence not to exceed one (1) year.

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

An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave. Upon return from extended child care leave, an employee shall be placed in her former position.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

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

22.2 Working Environment

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

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

22.3 Joint Safety and Health Committee

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

Where warranted, and where an employer has locations in more than one geographic area, as separate joint safety and health committee may be established for each of those geographic areas (see definition below)*.

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

(c) Committee membership shall be as follows:

(1) the Committee shall be comprised of a minimum of two (2) members appointed by the Union and two (2) members appointed by the Employer. In no case will the Employer's members outnumber those of the Union;

- (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the Chairperson is an employer member, the secretary shall be an employee member, and vice versa.
- (d) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this committee. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay.
- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety Training course
- (g) Each union committee member is entitled to an annual educational leave totaling eight (8) hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

**Geographic Area: A group of communities where it is practical for multiple locations to meet together.*

22.4 Unsafe Work

- (a) An employee may exercise her right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations.

22.5 Workplace Violence/Aggressive Conduct

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

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

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

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

Where an employee has experience a critical incident related to their work responsibilities, the employee will assist the employee to obtain WCB counseling and such other support as may be reasonable available.

22.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of her shift.

22.7 Transportation of Accident Victims

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

22.8 Employee Check-in

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

The Employer will assess the degree of risk in any workplace where an employee is required to work alone.

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

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

22.9 Communicable Diseases and Parasitic Infestations

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

22.10 Protective Clothing and Supplies

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

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1 Definition**

"*Technological change*" means:

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

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

23.2 Advance Notice and Layoff

Sixty (60) days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

23.3 Discussions

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

23.4 Employment Protection

A regular employee who is displaced from her job by virtue because of technological change will be considered to be laid off according to Article 13.

23.5 Training

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

23.6 New Employees

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

ARTICLE 24 - PROMOTION AND STAFF CHANGES**24.1 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin

boards, within seven (7) days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.

(b) Qualified internal candidates shall be considered and interviewed prior to external candidates.

(c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 28 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the worksite in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours shall form part of her ongoing regularly scheduled hours.

24.2 Information in Postings

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use her automobile in the performance of her duties.

Qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state, "*this position requires union membership*".

24.3 Appointment Policy

(a) For lateral transfers or demotions, the internal applicant with the requisite qualifications and abilities will be awarded the position. Where the above factors are relatively equal, seniority will be the determining factor. Where there are no qualified internal applicants, the Employer may appoint a qualified external applicant.

(b) For promotions, the qualifications, abilities and seniority of the applicants concerned will be the considerations. Where the above factors are relatively equal, seniority will be the determining factor. Where internal applicants compete with external applicants, the internal applicants will be given a twenty-five percent (25%) advantage over external applicants.

Lateral means: where the duties of the positions are substantially the same and within the job family and grid level.

Promotion means: outside your job family and/or to a higher grid level.

24.4 Transfers

(a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.

(b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.9 (Employee Investigations) applies, the Employer shall provide written reasons for permanent transfers, a minimum of fifteen (15) days prior to transfer.

24.5 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to her former position,

she shall be returned to her former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time, but in any event will not exceed six (6) calendar months.

24.6 Local Union Observer

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

24.7 Notification

- (a) Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

24.8 Right to Grieve

Where an employee feels that she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 (Grievances) of this agreement within seven (7) days of being notified of the results.

24.9 Vacation Letters

Employees who will be absent from duty on vacation for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

24.10 Temporary Vacancies and Job Postings

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Article 24.1.
- (b) Employees may elect to maintain their ten point two percent (10.2%) in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 28 (Health and Welfare Benefits) for which they are eligible, after three (3) months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit Plan will cease.
- (c) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union, or as specifically permitted in this agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

24.11 Interviews

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

24.12 Deemed Qualified

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

24.13 Evaluation Reports

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Whenever practical, evaluation interviews shall take place during the employee's regular working hours. Where the evaluation interview is held outside the employee's working hours, the employee will be paid at the appropriate rate of pay.

Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

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

25.2 Staff Development Leave

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

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

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

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

(d) Should the employee noted above terminate her employment for any reason during the six (6)-month period following completion of the above noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course required books) on a proportionate basis.

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

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

26.2 Paydays

- (a) Paydays will remain the current practice unless otherwise negotiated between the parties.
- (b) A comprehensive statement detailing all payments, allowances and deductions be provided each pay period. The Employer will advise employees in writing on a monthly basis their vacation, sick leave, lieu time and overtime banks.
- (c) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

26.3 Rates of Pay

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

26.4 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, she shall receive the rate of the new salary range which is the closest step at least eight percent (8%) above her current rate, but not more than the top of the new salary range.

Where an employee is directed to perform duties of an excluded manager's position, she shall receive the percent (10%) above her current rate of pay.

26.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, she shall receive the rate of the new salary range, which is the closest step at least eight percent (8%) above her current rate, but not more than the top of the new salary range.

26.6 Pay on Temporary Assignment

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

26.7 Reclassification of Position

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

26.8 Transportation Allowance

- (a) An employee who uses her own motor vehicle to conduct business, on behalf of and at the request of the Employer, shall receive an allowance of forty-seven cents (47¢) per kilometre. Prior to submitting a claim, employees must accrue their mileages expenses until their claim is a minimum of ten dollars (\$10).
- (b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

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

(d) No employee shall be required to continue to transport a specific client in their own vehicle when that client has damaged the employee's vehicle and that employee has had to make an insurance claim on more than one (1) occasion. In such cases, the Employer shall make alternate transportation arrangements for that client which may include another employee willingly using her vehicle.

26.9 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region and shall be entitled to reimbursement for meal expenses incurred to the maximum set out below.

Breakfast	\$15.75
Lunch	\$15.85
Dinner	\$32.40

26.10 Travel Advance

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

26.11 Incidental Expense

Employees shall be paid a daily incidental expense of ten dollars (\$10) when they are working out of the area and an overnight stay is required. Receipted expenses shall not be required for an employee to claim the daily incidental expense.

26.12 Salary Rate Upon Employment

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

ARTICLE 27 - CLASSIFICATION & RECLASSIFICATION

27.1 Classification Specifications

The Employer shall supply the staff representative of the Union or their designate with new or amended classification specifications for those classifications in the bargaining unit, within thirty (30) calendar days of the completion of such descriptions.

27.2 Job Descriptions

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

27.3 Classification Maintenance Program

(a) *New or Changed Classifications*: The Employer may institute new classifications in addition to those listed in Appendix A. Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate. The posting shall indicate that the new classification and rate of

pay is subject to agreement between the Union and the Employer. Within thirty (30) working days of such submission and posting, the Union may, if it deems necessary; request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 10 (Arbitration). Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

(b) If an employee believes that the position they occupy is improperly classified, they shall forward to the Union and their Employer, a copy of their job description and will identify in writing any job discrepancies between assigned duties and the job description content. The date of submission will be signed by both employee and the Employer.

(c) *Changed Classification*: If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) working days of the submission of such request; which shall be in writing, and the request shall specify any changes in duties and any proposed change in the rate of pay, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 10 (Arbitration). Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

(d) *Abandonment*: If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) working days, as provided for in Article 27.1 (Classification & Reclassification), or if the Union does not refer the difference, if any, to arbitration within thirty (30) working days, as provided in Article 10, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

(e) *Extension of Time Limits*: The time limits referred to in this article may be extended by mutual agreement of the parties in writing.

ARTICLE 28 - HEALTH AND WELFARE BENEFITS

Health & Welfare plans will be provided through the Great West Life Assurance Company and arranged by Many Nations. The Employer shall maintain the benefit package in effect on the date of certification as disclosed to the Union and described with the following benefit booklets:

- Class #1 - Status Employees with blended dependants. Plan # 330995.
- Class #2 - Status Employees with Status dependants. Plan # 330995.
- Class #3 - Non-Status Employees. Plan # 330995.

28.1 Eligibility

- (a) Coverage for all regular employees under these plans will commence on the first day of the month following the month in which the employee successfully completes her probation period with a maximum of a three (3)-month waiting period.
- (b) Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work twenty (20) regular hours or more per week.
- (c) Benefit summary as per Appendix C.

28.2 Long-Term Disability Plan

The Employer shall pay the premiums to offer regular employees long-term disability coverage upon completion of the probationary period.

The plan shall cover at least sixty-six point twenty-three percent (66.23%) to a maximum benefit of five thousand dollars (\$5,000) of the regular employee's pre-disability gross monthly salary.

The coverage shall provide for at least twenty-four (24) months of disability preventing work within the employee's pre-disability occupation.

Following the twenty-four (24) months, the employee shall have continued coverage if the disability prevents them from working in an occupation.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, to a maximum of one hundred and fifty dollars (\$150), repair costs, replacement costs, or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty. The Employer shall pay, once every two (2) years from the date of the incident for the repair or the replacement cost of prescription eyewear under this article to a maximum of two hundred and fifty dollars (\$250). Replacement and repair costs for eyewear shall only be considered after the employee has made an unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear. Appropriate receipts will be required to receive reimbursement from the Employer. In the event the damage is to the employee's automobile, the insurance deductible shall be paid to a maximum of three hundred dollars (\$300).

29.2 Personal Property

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

29.3 Supply and Maintenance of Equipment

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

29.4 Indemnity

(a) *Civil Actions* - Except where there has been gross negligence on the part of an employee, the Employer will:

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

(b) *Criminal Actions* - Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.

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

29.5 Copies of Agreement

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

(b) The agreements shall be printed in a union shop and bear a recognized union label. The cost of printing shall be shared between the Union and the Employer.

29.6 Contracting Out

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

29.7 Personal Duties

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

29.8 Payroll Deductions

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

29.9 Administration of Medication

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

29.10 Staff Confidentiality

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

29.11 Required Certificates

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

29.12 Volunteers

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

29.13 Aboriginal Operational Practice Standards and Indicators

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

29.14 Secondment*(a) Notice of Secondment*

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

(b) Provisions of Collective Agreement to Apply

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

29.15 Standards of Practice and Code of Ethics

The Employer shall comply with all Standards of Practice and with the Code of Ethics related to all licences and certifications held by an employee within the scope of their positions and job duties.

29.16 Licencing Fees & Professional Dues

Any employee who is required to pay licencing fees and professional dues, which relate directly to the classification of their employment with the Employer, shall be reimbursed.

29.17 Criminal Record Checks

Where the Employer requires an employee to undergo a criminal record check within their employment with the Employer, the Employer shall reimburse the employee for the full cost of the criminal record check.

29.18 Medical Service Plan (MSP)

The Employer shall pay the premiums for the BC MSP coverage for employees and their family where those costs are not covered otherwise for them.

ARTICLE 30 - HARASSMENT**30.1 Sexual Harassment**

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

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

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;

- (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

30.2 Personal and Psychological Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal and psychological harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal and psychological harassment includes verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work related purpose. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
 - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person.
 - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal and psychological harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal and psychological harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

30.3 Harassment Complaint Procedures

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

- (a) Before proceeding to the formal complaint mechanism, an employee who believes he or she has a complaint of harassment or discrimination may approach their supervisory personnel, union steward, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.
- (b) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing with six (6) months of the latest alleged occurrence directly to the Health Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (c) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (i) below.
- (d) The Employer's designate shall investigate the complaint and shall submit her report to the Health Director in writing within fifteen (15) days of receipt of the complaint. The Health Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Health Director's resolution.
- (e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (f) Pending determination of the complaint, the Health Director may take interim measures to separate the employees concerned if deemed necessary.
- (g) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with her written consent.
- (h) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this article.
- (i) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Health Director's or independent investigator's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint
- (j) Disciplinary action taken against a harasser pursuant to this article, shall not form the basis of a grievance.
- (k) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (l) This article does not preclude an employee from filing a complaint under Section 13 of the *Human Rights Code* of British Columbia. A complaint of personal, psychological or sexual harassment shall not form the basis of a grievance.
- (m) Complaints under this article shall be treated in strict confidence by all parties involved.
- (n) Where the alleged harasser is the Health Director, the complaint shall be filed in writing within six (6) months of the latest alleged occurrence through the Union to an independent single investigator who will conduct an investigation and submit a report on the facts to the parties within twenty (20) days of being appointed. Where the proposed resolution is not acceptable, the Union may follow the procedure outlined in (i) above.

ARTICLE 31 - CASUAL EMPLOYEES**31.1 Employment Status**

Casual employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods where regular employees, as per Article 14.2(e) (Hours of Work) have not requested topped up hours. These periods shall not exceed three (3) months without the agreement of the Union casual employees will be considered in-service applicants when applying for vacancies.

31.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees, which shall be supplied every two (2) months to the Union and posted on all union bulletin boards.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked thirty (30) days. Seniority shall accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from Maternity or Parental Leave, receiving WCB or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.
- (d) A casual shall continue to accrue seniority for leaves as per Article 3.10 (Time Off for Union Business).
- (e) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Article 12.1 (Seniority Defined) and as continuous service for the purposes of Article 18 (Annual Vacation Entitlement).

31.3 Casual Call-in Procedures

All full-time, part-time and casual employees shall be called in order of seniority. A list detailing seniority will be maintained in the callout book.

Call Procedure

- (a) Full-time employees who's average work schedule falls below forty (40) hours per week, exclusive or requested unpaid leaves, an who have requested in writing to be on the casual list shall be called first.
- (b) Part-time employees who are not scheduled to work the maximum weekly hours and have requested in writing to be on the casual list shall be called after full-time employees.
- (c) A part-time employee who joins the casual list shall be placed at the bottom of the list until the next update, or thirty (30) days, whichever comes first.
- (d) If no full-time or part-time employee accepts the shift, it shall be offered to casual employees in order of seniority.
- (e) Work will be offered in the following manner.
 - (1) An employee shall be entitled to register for work in any job classification, which he/she has the ability to perform.
 - (2) Employees will submit their availability by the 15th of the month for the following month or for a series of months. If an employee refuses two (2) shifts that they have indicated they are

- available for prior to the callout, in one (1) month, they may not be called for the rest of the month.
- (3) Blocked of shifts - One vacancy made up of two (2) or more days will be considered a shift block. The Employer shall offer the entire shift block first. If the call list is exhausted and on one is available for the entire block of shifts, the call in procedure will start over from the beginning offering individual days. The Employer may make one call during the offer of the individual days in seniority order. An employee may select any of the individual days. The next senior employee on the call list shall be offered the remaining days.
- (4) A casual employee may become a regular employee only by successfully bidding into a regular posting.
- (5) The manner in which employees shall be called to work shall be as follows:
- (i) One (1) call = eight (8) rings where the employee's phone allows the rings or the Employer may text message, based on the employee's expressed contact preference.
 - (ii) The callout book shall contain a copy of the availability sheets, current schedules, a staff telephone list in order of descending seniority, which shall include the employee's contact preference of call or text message and shall record the following:
 - a. Name of person making the call or sending the message;
 - b. Date and time of shift to be filled;
 - c. Employee and phone number tracking text sent or called;
 - d. Date and time of call or text sent; and
 - e. The response to call (e.g. shift declined, no answer, shift accepted).
- (e) In the event of a dispute, the Union shall have access to the log books.
- (f) All shifts will be filled in accordance with this provision.
- (1) An employee who is already scheduled for work on the day of the casual vacancy is deemed unavailable for that vacancy.
- (2) Employees who report for work at the call of the Employer shall be paid, at the classification they work, in accordance with Appendix A.
- (3) Call out options shall include:
- (i) The Employer may place individual call /text in seniority order to gain individual response.
 - (ii) Or the Employer may determine to use a response time.
 - a. The Employer may call or text a series of employees in seniority order.
 - b. The Employer shall allow all employees no less than fifteen (15) minutes by setting and advising the employees called or texted of a set deadline time to which they must respond by if they are interested in accepting the shift.
 - c. The Employer in their call out message shall advise the employees that they will call or text the senior employee who expressed an interest in the work during the deadline time in order to confirm the shift offer.
 - d. The work opportunity shall be offered to the most senior employee who expressed an interest in accepting the available shift.

- e. At the deadline time set, the Employer will then call or text the most senior employee to confirm the shift offer with them.

31.4 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a federal, provincial, municipal, first nations or other aboriginal election for a maximum period of ninety (90) days; and
 - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal or first nations or other aboriginal election or a referendum shall have four (4) consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of compassionate leave, casual employees are entitled to leave as per Article 20.1 (Compassionate Leave) without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.
- (f) An employee who resigns her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority.

31.5 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive ten point two percent (10.2%) of their straight-time pay in lieu of scheduled vacations and paid holidays.

31.6 Application of Agreement to Casual Employees

The provisions of Articles 13 (Layoff and Recall), 14.5 (Flextime), 14.7 (Standby Provision), 16.10 (Overtime for Part-Time Employees), 17 (Holidays), 18 (Annual Vacation), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), 28 (Health and Welfare Benefits) and 32 (Pension Plan) do not apply to casual employees.

31.7 Statutory Holidays

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

31.8 Regular to Casual Status

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

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

ARTICLE 32 - PENSION PLAN

The Employer shall maintain the pension plan and plan contributions on behalf of the employees that was in existence at the time of certification, September 6, 2011.

Employer contribution to the pension plan shall be five percent (5%) of the employee's gross earnings. Employee contribution to the pension plan shall be five percent (5%) of the employee's gross earnings.

ARTICLE 33 - TERM OF AGREEMENT**33.1 Duration**

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

33.2 Notice to Bargain

This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2023, but in any event not later than midnight, March 31, 2023.

Where no notice is given by either party prior to March 31, 2023, both parties shall be deemed to have been given notice under this article on March 31, 2023.

All notices on behalf of the Union shall be given by the B.C. Government and Service Employees' Union and similar notices shall be given by the Employer, or designate.

33.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 33.2 (Notice to Bargain), the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

33.4 Changes in Agreement

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

33.5 Effective Date of Agreement

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

33.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
BCGEU President

Steve Hunter
CFO, Tla'Amin Nation

Lucy Lambert
Bargaining Committee

Nathan Jantz, M. Sc.
Health Director, Tla'Amin Nation
Tla'Amin Community Health Board Society

Jean Daly
Bargaining Committee

Rose Adams, Manager
Tla'Amin Nation
Tla'Amin Community Health Board Society

Jeannie Bassett
Bargaining Committee

Sandra Tom, Manager
Tla'Amin Nation
Tla'Amin Community Health Board Society

Doreen Smith
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Wage Grid**

Admin Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Finance Manager	Start	\$24.44	\$24.93	\$24.93	\$25.55	\$26.32	\$27.11	\$27.92
	12 months	\$24.93	\$25.43	\$25.43	\$26.07	\$26.85	\$27.65	\$28.48
	24 months	\$25.44	\$25.95	\$25.95	\$26.60	\$27.40	\$28.22	\$29.07
Finance Officer/Clerk	Start	\$20.21	\$20.61	\$20.61	\$21.13	\$21.76	\$22.41	\$23.08
	12 months	\$20.62	\$21.03	\$21.03	\$21.56	\$22.20	\$22.87	\$23.55
	24 months	\$21.03	\$21.45	\$21.45	\$21.99	\$22.65	\$23.33	\$24.02
Non Insured Health Benefits Clerk	Start	\$15.98	\$16.30	\$19.61	\$20.10	\$20.70	\$21.32	\$21.96
	12 months	\$16.31	\$16.64	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	24 months	\$16.64	\$16.97	\$20.41	\$20.92	\$21.55	\$22.19	\$22.86
Admin Support	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32
Receptionist	Start	\$14.74	\$15.03	\$15.98	\$16.38	\$16.87	\$17.38	\$17.90
	12 months	\$15.04	\$15.34	\$16.31	\$16.72	\$17.22	\$17.74	\$18.27
	24 months	\$15.34	\$15.65	\$16.76	\$17.06	\$17.57	\$18.09	\$18.64

HCC Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Registered Nurse (HCC RN)	Start	\$38.36	\$39.13	\$44.00	\$45.10	\$46.45	\$47.85	\$49.28
	12 months	\$39.14	\$39.92	\$45.25	\$46.38	\$47.77	\$49.21	\$50.68
	24 months	\$39.94	\$40.74	\$46.00	\$47.15	\$48.56	\$50.02	\$51.52
Public Health Registered Nurse (PH RN)	Start	\$38.36	\$39.13	\$40.00	\$41.00	\$42.23	\$43.50	\$44.80
	12 months	\$39.14	\$39.92	\$40.75	\$41.77	\$43.02	\$44.31	\$45.64
	24 months	\$39.94	\$40.74	\$41.75	\$42.79	\$44.08	\$45.40	\$46.76
LPN	Start	\$21.10	\$21.52	\$22.16	\$22.71	\$23.40	\$24.10	\$24.82
	12 months	\$21.53	\$21.96	\$22.61	\$23.18	\$23.87	\$24.59	\$25.32
	24 months	\$21.97	\$22.41	\$23.07	\$23.65	\$24.36	\$25.09	\$25.84
Medical Office Assistant / Receptionist	Start		\$0.00	\$22.03	\$22.58	\$23.26	\$23.96	\$24.67
	12 months		\$0.00	\$22.48	\$23.04	\$23.73	\$24.45	\$25.18
	24 months		\$0.00	\$22.94	\$23.51	\$24.22	\$24.95	\$25.69
Health Promotion Coordinator	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32

HCC Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Home Support Worker	Start	\$18.10	\$18.46	\$18.46	\$18.92	\$19.49	\$20.07	\$20.68
	12 months	\$18.48	\$18.85	\$18.85	\$19.32	\$19.90	\$20.50	\$21.11
	24 months	\$18.86	\$19.24	\$19.24	\$19.72	\$20.31	\$20.92	\$21.55
Homemaker	Start	\$14.74	\$15.03	\$15.98	\$16.38	\$16.87	\$17.38	\$17.90
	12 months	\$15.04	\$15.34	\$16.31	\$16.72	\$17.22	\$17.74	\$18.27
	24 months	\$15.34	\$15.65	\$16.76	\$17.18	\$17.69	\$18.23	\$18.77

Re: Premium for Home & Community Care Coordinator

In the absence of the Home & Community Care Coordinator (RN), the parties agree that a \$1.50 per hour premium shall be paid for supervisory duties and responsibilities associated with this position. The Employer shall pay the premium to the Home & Community Care Assistant or other qualified employee designated by the Employer for all hours worked in the supervisory role.

Wellness Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Family Support & Wellness Worker	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32
Men's Support Worker	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32
Child & Youth Wellness Worker	Start	\$16.88	\$17.22	\$19.61	\$20.10	\$20.70	\$21.32	\$21.96
	12 months	\$17.21	\$17.55	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	24 months	\$17.56	\$17.91	\$20.41	\$20.92	\$21.55	\$22.19	\$22.86
Aboriginal Child & Family Councilor	Start	\$22.03	\$22.47	\$22.47	\$23.03	\$23.72	\$24.43	\$25.17
	12 months	\$22.48	\$22.93	\$22.93	\$23.50	\$24.21	\$24.93	\$25.68
	24 months	\$22.94	\$23.40	\$23.40	\$23.99	\$24.70	\$25.45	\$26.21
Addictions Councilor	Start	\$22.03	\$22.47	\$22.47	\$23.03	\$23.72	\$24.43	\$25.17
	12 months	\$22.48	\$22.93	\$22.93	\$23.50	\$24.21	\$24.93	\$25.68
	24 months	\$22.94	\$23.40	\$23.40	\$23.99	\$24.70	\$25.45	\$26.21
Youth & Family Advocate	Start	\$22.03	\$22.47	\$22.47	\$23.03	\$23.72	\$24.43	\$25.17
	12 months	\$22.48	\$22.93	\$22.93	\$23.50	\$24.21	\$24.93	\$25.68
	24 months	\$22.94	\$23.40	\$23.40	\$23.99	\$24.70	\$25.45	\$26.21
Addictions Worker	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32

Wellness Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Elders Coordinator	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32
Youth Coordinator	Start	\$19.61	\$20.00	\$20.00	\$20.50	\$21.12	\$21.75	\$22.40
	12 months	\$20.00	\$20.40	\$20.40	\$20.91	\$21.54	\$22.18	\$22.85
	24 months	\$20.41	\$20.82	\$20.82	\$21.34	\$21.98	\$22.64	\$23.32

Early Childhood Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Early Childhood Educator I	Start	\$16.10	\$16.42	\$16.42	\$16.83	\$17.34	\$17.86	\$18.39
	12 months	\$16.43	\$16.76	\$16.76	\$17.18	\$17.69	\$18.23	\$18.77
	24 months	\$16.76	\$17.10	\$17.10	\$17.53	\$18.05	\$18.59	\$19.15
Early Childhood Educator II	Start	\$17.60	\$17.95	\$17.95	\$18.40	\$18.95	\$19.52	\$20.10
	12 months	\$17.95	\$18.31	\$18.31	\$18.77	\$19.33	\$19.91	\$20.51
	24 months	\$18.31	\$18.68	\$18.68	\$19.15	\$19.72	\$20.31	\$20.92
Early Childhood Educator III	Start	\$18.10	\$18.46	\$18.46	\$18.92	\$19.49	\$20.07	\$20.68
	12 months	\$18.48	\$18.85	\$18.85	\$19.32	\$19.90	\$20.50	\$21.11
	24 months	\$18.85	\$19.23	\$19.23	\$19.71	\$20.30	\$20.91	\$21.54
Aboriginal Supported Child Development Worker	Start	\$19.18	\$19.56	\$19.56	\$20.05	\$20.65	\$21.27	\$21.91
	12 months	\$19.56	\$19.95	\$19.95	\$20.45	\$21.06	\$21.69	\$22.34
	24 months	\$19.97	\$20.37	\$20.37	\$20.88	\$21.51	\$22.15	\$22.82
Aboriginal Supported Child Development Support Worker	Start		\$0.00	\$18.10	\$18.55	\$19.11	\$19.68	\$20.27
	12 months		\$0.00	\$18.48	\$18.94	\$19.51	\$20.10	\$20.70
	24 months		\$0.00	\$18.85	\$19.32	\$19.90	\$20.50	\$21.11
School-aged Child Worker - Responsible Adult	Start	\$15.53	\$15.84	\$15.84	\$16.24	\$16.72	\$17.22	\$17.74
	12 months	\$15.83	\$16.15	\$16.15	\$16.55	\$17.05	\$17.56	\$18.09
	24 months	\$16.16	\$16.48	\$16.48	\$16.89	\$17.40	\$17.92	\$18.46
Early Childhood Development Out Reach Worker	Start	\$22.03	\$22.47	\$22.47	\$23.03	\$23.72	\$24.43	\$25.17
	12 months	\$22.48	\$22.93	\$22.93	\$23.50	\$24.21	\$24.93	\$25.68
	24 months	\$22.94	\$23.40	\$23.40	\$23.99	\$24.70	\$25.45	\$26.21
Language & Culture Coordinator	Start	\$22.03	\$22.47	\$22.47	\$23.03	\$23.72	\$24.43	\$25.17
	12 months	\$22.48	\$22.93	\$22.93	\$23.50	\$24.21	\$24.93	\$25.68
	24 months	\$22.94	\$23.40	\$23.40	\$23.99	\$24.70	\$25.45	\$26.21

Support Classification	Step	Existing	Wage Increase 2%	Wage Adjustment Effective	Wage Increase 2.5%	Wage Increase 3%	Wage Increase 3%	Wage Increase 3%
			1-Apr-18	1-Apr-18	1-Apr-19	1-Apr-20	1-Apr-21	1-Apr-22
Cook	Start	\$15.04	\$15.34	\$16.10	\$16.50	\$17.00	\$17.51	\$18.03
	12 months	\$15.34	\$15.65	\$16.43	\$16.84	\$17.35	\$17.87	\$18.40
	24 months	\$15.65	\$15.96	\$16.76	\$17.18	\$17.69	\$18.23	\$18.77
Maintenance Worker	Start	\$21.31	\$21.74	\$21.74	\$22.28	\$22.95	\$23.64	\$24.35
	12 months	\$21.75	\$22.19	\$22.19	\$22.74	\$23.43	\$24.13	\$24.85
	24 months	\$22.19	\$22.63	\$22.63	\$23.20	\$23.89	\$24.61	\$25.35
Grounds Maintenance Worker	Start	\$14.74	\$15.03	\$15.98	\$16.38	\$16.87	\$17.38	\$17.90
	12 months	\$15.04	\$15.34	\$16.31	\$16.72	\$17.22	\$17.74	\$18.27
	24 months	\$15.34	\$15.65	\$16.76	\$17.18	\$17.69	\$18.23	\$18.77
Janitor/Custodian	Start	\$15.50	\$15.81	\$16.10	\$16.50	\$17.00	\$17.51	\$18.03
	12 months	\$15.81	\$16.13	\$16.43	\$16.84	\$17.35	\$17.87	\$18.40
	24 months	\$16.13	\$16.45	\$16.76	\$17.18	\$17.69	\$18.23	\$18.77
Driver	Start	\$14.74	\$15.03	\$15.98	\$16.38	\$16.87	\$17.38	\$17.90
	12 months	\$15.04	\$15.34	\$16.31	\$16.72	\$17.22	\$17.74	\$18.27
	24 months	\$15.34	\$15.65	\$16.76	\$17.18	\$17.69	\$18.23	\$18.77

**Premium for use of Class 4 drivers' licence

An employee who uses their Class 4 drivers' license shall be paid a premium of \$1.00 per hour in addition to their regular rate of pay.

**APPENDIX B
List of Arbitrators**

Judy Korbin
Joan Gordon
Chris Sullivan
John McConchie
Elaine Doyle

**APPENDIX C
Benefit Summary**

Employee Life Insurance

200% of annual earnings to a maximum of \$200,000, reducing by 50% at age 65
Any amount of Employee Life Insurance over \$132,000 is subject to approval of evidence of insurability

Dependent Life Insurance

Spouse \$10,000
Child \$5,000

Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	200% of annual earnings to a maximum of \$200,000, reducing by 50% at age 65
Short-Term Disability Income Benefits	
Waiting Period	14 days
Maximum Benefit Period	15 weeks
Amount	75% of your weekly earnings to a maximum benefit of \$900
 Long-Term Disability	 Commence upon completion of STD benefits 2 years in own occupation or lifetime in any occupation 66.23% of gross earnings to a maximum of \$5,000
Healthcare	
Deductible	Nil
Reimbursement Levels	
Visual Training and Remedial Therapy	50%
All Other Expenses	100%
Basic Expense Maximums	
Hospital	Semi-private room
Home Nursing Care	\$15,000 for a maximum of 12 months per condition
Medical Travel in Canada	\$2,000 lifetime
In-Canada Prescription Drugs	Included
Fertility Drugs	Status \$12,000 lifetime Non-Status 6 month cycle lifetime
Hearing Aids	\$500 every 4 calendar years
Speech Aids	\$1,000 lifetime
Custom-fitted Orthopedic Shoes	1 pair per calendar year
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 each calendar year
Surgical Brassieres	2 each calendar year
Mechanical or Hydraulic Patient Lifters	\$2,000 per lifter once every 5 calendar years
Outdoor Wheelchair Ramps	\$2,000 lifetime
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$250 lifetime
Paramedical Expense Maximums	
Chiropractors	\$500 each calendar year
Physiotherapists	\$500 each calendar year
Podiatrists	\$500 each calendar year
Naturopaths	\$500 each calendar year
Osteopaths	\$500 each calendar year
Psychologists/Social Workers	\$1,000 each calendar year
Speech Therapists	\$1,000 each calendar year
Massage Therapists	\$500 each calendar year
Acupuncturists	\$500 each calendar year

Vision care Expense Maximums

Eye Examinations	\$50 every calendar year
Glasses and Contact Lenses	\$150 each calendar year for a person under age 18 and \$150 every 2 calendar years for any other person

Lifetime Healthcare maximum

Unlimited

Dental care

Payment Basis	The dental fee guide in effect in your province of residence on the date treatment is rendered. Specialists' charges are limited to general practitioner fees
Deductible	Nil
Reimbursement Levels	
Basic Coverage	100% Non-Status 60% Status
Major Coverage	50%
Orthodontic Coverage	50%
Accidental Dental Injury Coverage	100%
Plan Maximums	
Accidental Dental Injury Treatment	Unlimited
Orthodontic Treatment	\$2,000 lifetime
All Other Treatment	\$2,000 each calendar year

**APPENDIX D
Management Exclusions**

Health Director
Associate Health Director
Manager of Child Development and Resource Centre
Human Resource Advisor

MEMORANDUM OF AGREEMENT #1

The Employer agrees to red circle all existing employees at their rate of pay upon certification until the wage grid meets or exceeds their current rate of pay