

**COLLECTIVE AGREEMENT**

**between the**

**VICTORIA NATIVE FRIENDSHIP CENTRE**

**and the**

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

**Effective from October 1, 2018 to June 30, 2020**

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## DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of BC.
- (2) "*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 child of a spouse, including the child of a common-law spouse or partner.
- (3) "*Day of rest*", in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on leave of absence.
- (4) "*Employee*" means a member of the bargaining unit.
  - "*Permanent full-time*" means an employee scheduled to work 35 hours per week on an ongoing basis.
  - "*Permanent part-time*" means an employee scheduled to work less than 35 hours per week on an ongoing basis.
  - "*Temporary contract*" means an employee with scheduled ongoing hours, but for a limited time period.
  - "*Casual*" means an employee scheduled on an "*on call*" basis as required.
  - "*Personal Service Contractor*" means a person or agency that works at "*arm's length*" from the Centre for a specified fee, and is not an employee of the Centre, or bargaining unit. No deductions will be made from contract payments unless otherwise has been established by the General manager and/or Administrator.
- (5) "*Employer*" means the Victoria Native Friendship Centre.
- (6) "*Layoff*" includes a reduction in hours for full-time employees or a cessation of employment as a result of a reduction in the amount of work required to be done by the Employer.
- (7) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (8) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (9) "*Pay*" means rate of compensation for the job.
- (10) "*Resignation*" means a voluntary notice by an employee that they are terminating employee's service on the date specified.
- (11) "*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.
- (12) "*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 for a period of 12 months or more.
- (13) "*Technological change*" means the introduction by an employer of a change in its work, undertaking or business, or a change in its equipment or material from that equipment or material previously used by the Employer in that work, undertaking or business.

(14) "Termination" is the separation of an employee from the Society for cause pursuant to Articles 10 and 11 of this agreement.

(15) "Travel status" means an employee's business-related absence from the employee's geographic location with the approval of the Employer.

(16) "Union" means the B.C. Government and Service Employees' Union.

(17) "Workday" is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

## ARTICLE 1 - PREAMBLE

### *Mission Statement*

The mandate of the Victoria Native Friendship Centre is to meet the needs of native people in the greater Victoria area by providing them with services and information designed to enhance the employee's traditional values.

The goals and objectives of the Victoria Native Friendship Centre are:

- To meet the needs of people of first nations origin who are making a transition to the urban community.
- To provide central and suitable facilities where counselling, information, guidance and referral services will be provided, and where meetings and educational, cultural and recreational activities may be held.
- To create a better understanding between Native and Non-Native citizens, and promote planning with government, health, welfare, church and other agencies to provide the quality of services and facilities for first nation's people in the community.
- To assist and undertake, if necessary, any program or activity designed to promote the welfare of people of first nations origin in the community.
- To encourage the public to take an informal interest in the promotion of these objectives and in the general well-being of first nations people.

The Victoria Native Friendship Centre is the largest multi-service urban Aboriginal organization in Victoria, providing programs and services to 10 to 15,000 living on and off reserve.

The Centre is guided by a Board of Directors that fairly represents the urban Aboriginal community as well as the traditional land owners the Songhees and Esquimalt Nations.

The Centre is a non-denominational, non-political, non-profit social/cultural/educational organization. Though we support the resolutions of first nations land claims and treaty negotiations, the Centre plays no active role.

The Victoria Native Friendship Centre, the Songhees Nation and the Esquimalt Nation have signed a protocol agreement affirming the sovereignty of the three parties as well as confirming a willingness to cooperate and support each other.

The Centre is well positioned to play a pivotal role in any and all discussions around urban and off reserve governance.

A majority of the members of the VNFC Board of Directors and 85% of the staff are Aboriginal.

The Centre has a holistic approach to program development and service delivery. It derives from the lessons of the four seasons and of the medical wheel, a traditional code of ethics and other traditional teachings.

This philosophical and operational orientation means that the Victoria Native Friendship Centre is, and must be acknowledged as, a distinctive organization.

Though the Province of British Columbia contributes significantly to the operation of the Centre, fully 70% of our program administration dollars derived from other sources particularly with government of Canada and aboriginal organizations.

### **1.1 Purpose of Agreement**

The purpose of this agreement is to maintain a harmonious relationship between the Centre, its employees, and the Union and to set forth those terms and conditions of employment affecting employees covered by this agreement.

### **1.2 Future Legislation**

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

### **1.3 Human Rights Act**

The parties hereto subscribe to the principles of the *Human Rights Acts* of both British Columbia and Canada. It is acknowledged that, in accordance with Section 19 of the British Columbia *Human Rights Act*, the Employer may give preference to Aboriginal Peoples with respect to its hiring and promotional practices.

### **1.4 Harassment**

#### *Preamble*

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

### **1.5 Personal and Psychological Harassment**

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

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

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

## 1.6 Sexual Harassment

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

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

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

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

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

## 1.7 Harassment Complaints

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

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

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

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

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

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

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

## 1.8 Complaints Procedure

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

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

- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 1 and the remedy sought.
- (d) The Executive Director or their designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the Executive Director (or equivalent), the Union will notify the Board of Directors (or equivalent) within 15 days of receiving the complaint. The Board of Directors and the Union will appoint a mutually agreeable independent investigator. The independent investigator will investigate the complaint within 30 days of receiving it and submit their report to the Board of Directors. The Union will be apprised of the resolution.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

## **1.9 Systemic Issues**

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

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

- (a) The "*bargaining unit*" shall comprise all employees as described in the certificate issued by the Labour Relations Board of BC on September 24, 1999 excluding Executive Director; Assistant Executive Director; Director of Career Employment & Education Resources; Director, Youth Program; Social Program Manager; Aboriginal Early Intervention (AEIT) Coordinator; Cultural Community Liaison, Finance Administrator and other positions as determined by the Executive Director and Union.
- (b) The Employer shall notify the Union in writing of any proposed exclusion from the bargaining unit. Such notification shall include the organization chart for the department or program where the position is located, a copy of the job description and reason for exclusion.
- (c) If no agreement is reached within 30 days of the notification either party may refer the matter to the Labour Relations Board for a final and binding determination.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification, issued by the Labour Relations Board, applies.

## **2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union (or designate). The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee 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).

## **2.4 No Other Agreement**

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

## **2.5 No Discrimination**

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

## **2.6 Stewards and Leave for Stewards' Duties**

(a) The Employer recognizes the Union's right to appoint stewards. The Union shall notify the Employer, in writing, of such an appointment. Union stewards shall attend to the employee's union duties so as not to unreasonably interfere with the performance of the employee's duties as an employee. The union steward shall obtain the permission of the union steward's immediate supervisor prior to leaving the workstation and provide reasonable warning of such meetings. Such permission shall not be unreasonably withheld. Upon the resumption of normal duties, the union steward shall notify the immediate supervisor.

(b) Providing that there shall be no undue disruption of work, paid leave, with prior notification to the Employer, may be granted for:

- (1) the investigation of grievances and assisting an employee who the union steward represents in presenting a grievance in accordance with Article 8 of this agreement;
- (2) attending meetings called by the Employer.

## **2.7 Bulletin Boards**

The Employer shall provide a bulletin board at each work location for the use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## **2.8 Union Insignia**

The Union agrees to furnish to the Employer union shop cards, for the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

## **2.9 Right to Refuse to Cross Picket Lines**

(a) All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. An employee failing to report for duty shall be considered to be absent without pay.

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

### **2.10 Union Business or Full-Time Union or Public Duties**

(a) *Without Pay*: If operational needs permit leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected representative or appointed of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected representatives or appointed of the Union to attend to union business which requires them to leave the employee's general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board.

(b) *With Pay*: If operational needs permit leave of absence with pay and without loss of seniority will be granted:

- (1) to stewards or the employee's alternates, to perform the employee's duties pursuant to Clause 2.6;
- (2) to employees who are representatives of the Union on the Labour-Management Committee pursuant to Clause 7.6;
- (3) employees requesting leaves of absence shall obtain the authorization of the Employer and provide as much notice as possible prior to the commencement of leave. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld;
- (4) to facilitate the administration of this section, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs within a reasonable time.

(c) *Leave of Absence for Negotiations*: If operational needs permit, leave of absence with pay and without loss of seniority will be granted to employees who are representatives of the union Bargaining Committee to attend meetings of the Bargaining Committee and to carry on negotiations with the Employer, provided the Union reimburses the Employer in full cost of wages and benefits.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Membership**

(a) All employees in the bargaining unit who on September 24, 1999, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject to the provisions of Section 17 of the *Labour Relations Code* of BC).

(b) All employees hired on or after September 24, 1999 shall, as a condition of continued employment, become members of the Union and maintain such membership upon completion of 30 days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code* of BC).

### **3.2 Work-Related Duties Only**

Employees shall not be required or asked to perform duties that are not related to the Employer's business.

### 3.3 Bargaining Unit Work

The involvement of excluded employees in services provided by the bargaining unit shall not result in a reduction in bargaining unit positions.

### 3.4 Volunteers

The Union recognizes that the Society is a community-based, non-profit organization and that community members and employees have traditionally volunteered to participate in the Society's activities. Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Society to accomplish its mission, fulfil its mandate and achieve its objectives. The Employer agrees that no employees shall have the employee's scheduled hours reduced or shall be laid off as a direct result of the Employer engaging the services of a volunteer.

## ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the monthly wages or salary of any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made during each pay period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union monthly and the Employer shall also provide the following information: Social Insurance Number, employee name, classification, gross pay, and dues.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of 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 signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) An employee shall, as a condition of continued employment, complete an authorization form to the Centre providing for deductions from an employee's wages or salary such amounts assessed by the Union.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes indicating the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.
- (h) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv". If the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.
- (i) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.

**ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

(a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the Union shall print sufficient copies of the agreement to enable the Employer to provide a copy to all current and future employees pursuant to Section (b) below.

(b) The Employer agrees to provide new employees with a copy of the collective agreement and acquaint them with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their union steward. Whenever the steward is employed in the same office area as the new employee, the employee's immediate supervisor will introduce them to their steward. The Employer agrees that a union steward will interview each new employee, during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership, the existence of the Employer's Human Resource Policy Manual and the function thereof and the employee's responsibilities and obligations to the Employer and the Union. The steward will be advised of the names of all new employees. Such meetings will normally be conducted during regular working hours without loss of pay for a maximum of 30 minutes.

**ARTICLE 6 - EMPLOYER'S RIGHTS**

The management retains the right to exercise freely all the rights of the Employer's business and the direction of the working forces except in the case where the present collective agreement contains a specific stipulation to the contrary. As such the Union recognizes especially that the Employer has the right to:

- (a) maintain order, discipline and efficiency of the employees;
- (b) hire classify, transfer, promote, demote, layoff, suspend or fire employees for just and sufficient cause;
- (c) put into effect rules on safety and discipline, subject to the grievance and arbitration procedures;
- (d) impose disciplinary action, evaluate employees competence, knowledge, efficiency, and abilities;
- (e) manage the Centre, determine the type of operations, the terms and conditions of execution, the work schedule, and decide on expansion, limitation or ceasing of operations in accordance with the provision of the collective agreement.

**ARTICLE 7 - EMPLOYER-UNION RELATIONS****7.1 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 elected union stewards, local executive and area staff representatives, and, similarly, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

**7.2 Union Bargaining Committee**

- (a) A union bargaining committee shall consist of up to three members of the bargaining unit, plus the President of the Union (or designate).

### **7.3 Access to Employer Premises**

Union representatives shall be permitted entry to the Employer's facility, but only on approval from an Employer's representative, in order to carry out business related to the collective agreement. The union representatives will not interfere with the employees during working hours unless permission is granted by the Employer's representative, who may accompany the union representative.

### **7.4 Technical Information**

The Employer agrees to provide to the Union non-confidential information relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### **7.5 Strike or Lockouts**

The parties to this agreement agree that there shall be no strikes or lockouts for the duration of this agreement.

### **7.6 Labour-Management Committee**

(a) The Labour-Management Committee will be established, composed of up to three employees appointed by the Union and up to three representatives of the Employer. The Committee may call upon additional persons for technical information or advice; however, not more than one employee at any one time may be utilized in this manner without the agreement of the Employer's representatives.

(b) Meetings of the Committee will be held at a mutually agreeable time; however, committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on the employee's days of rest or outside the employee's regularly-scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(c) The parties shall meet at meetings of the Committee.

(d) The Committee shall have the power to make recommendations to the parties on the following:

- (1) review matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and/or misunderstandings;
- (3) continuing to support a collective agreement that embraces cultural values;
- (4) dealing with matters referred to it in this agreement;
- (5) sharing of information regarding current issues, trends and policies.

### **7.7 Conflict of Interest**

There shall be no restriction upon the right of an employee to engage in private counselling or consultant work, for remuneration, outside of the employee's position with the Employer, unless the Employer can demonstrate that a conflict of interest or duty exists. No employee shall engage in private counselling or consultant work or outside employment which will interfere with the efficient performance of the employee's duties or responsibilities, or which will occupy time during normal working hours; neither shall outside employment involve the performance of duties which the employee should perform as part of the employee's employment.

Any such outside employment shall be disclosed to the Executive Director, including a description of the nature of the work. Where it can be reasonably anticipated that the nature of the work may constitute a conflict of interest, the employee shall be obliged to disclose the circumstances to the Employer. Where

concerns exist, the Executive Director shall notify the employee within 30 days of disclosure and any request to perform such outside work shall not be unreasonably denied.

### **7.8 Board Meetings**

In order to enhance effective communication and to increase employees' accessibility to the Board, the Employer encourages employees to attend each board meeting. Where employees are required to attend board meeting such time shall be considered time worked.

### **7.9 Union Meetings**

The Union is permitted to conduct one one-hour meeting per year at the Employer's place of business. The Union agrees to provide the Employer with four weeks' notice of the meeting. Such meetings are permitted during work hours and are without loss of pay for the employees to attend.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Grievance Procedure**

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

### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the employee's immediate supervisor. The grievor shall have the right to have the employee's union 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.

### **8.3 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 Clause 8.4 must do so no later than 14 calendar days after the date:

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

### **8.4 Step 2**

Subject to the time limits in Clause 8.3 the employee may present a grievance at this level by:

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

- (b) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (c) transmitting the grievance through the union steward to the Executive Director who will provide the employee with a receipt stating the date on which the grievance was received.

#### **8.5 Time Limit to Reply at Step 2**

The Executive Director shall reply in writing to an employee's grievance within 14 calendar days of receiving the grievance at Step 2. Such reply shall be provided to the local staff representative of the Union.

#### **8.6 Step 3**

Failing satisfactory settlement, the President of the Union (or designate) may present a grievance at Step 3 to the Executive Director:

- (a) within 14 calendar days of receipt of the Employer's reply at Step 2, or
- (b) within 14 calendar days after the Employer's Step 2 reply was due.

#### **8.7 Time Limit to Reply at Step 3**

The Executive Director shall reply in writing to the local staff representative within 14 calendar days of receipt of the Union's Step 3 presentation.

#### **8.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President of the Union (or designate) may inform the Employer of the Union's intention to submit the dispute to arbitration within 21 calendar days after the Executive Director's decision has been received, or within 15 calendar days after the Executive Director's decision was due.

#### **8.9 Administrative Provisions**

- (a) Grievance presentations, replies and notification to arbitrate shall be delivered by hand, fax or email.
- (b) Grievances, replies and notification shall be deemed to be presented on the nearest workday completed on which they were delivered or faxed to the appropriate office of the Employer or the Union.
- (c) A grieving employee shall be permitted the necessary time off without loss of pay, benefits or seniority to participate in the formal grievance procedure and may be present at any step in the grievance procedure. The parties agree to be expeditious in the conduct of grievance meetings.

#### **8.10 Demotion, Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be submitted directly to arbitration, with a copy to the Executive Director, within 14 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension and/or demotion, the grievance may commence at Step 3 of the grievance procedure within 14 days of the date on which the demotion or suspension occurred, or within 14 days of the employee receiving notice of same.

### **8.11 Deviation from Grievance Procedure**

The Employer agrees that after the Union has initiated a grievance, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance whether directly or indirectly, with the aggrieved employee without the consent of the Union. 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.

### **8.12 Policy Grievance**

Where either party to this agreement 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 60 days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in Article 9 of this agreement.

### **8.13 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error 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.

### **8.14 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.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within 21 calendar days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### **9.2 Appointment of the Arbitrator**

For the purposes of this collective agreement, the parties agree to appoint a single arbitrator. The parties agree to give preference to qualified aboriginal peoples. The parties may amend the list of arbitrators by mutual agreement, at any time.

### **9.3 Failure to Appoint**

If, within 14 days, the parties fail to agree upon the Arbitrator to be utilized, the appointment shall be made by the Labour Relations Board of BC pursuant to Section 86 of the *Labour Relations Code*.

### **9.4 Board Procedure**

The Board may determine its own procedure in accordance with the *Labour Relations Code* of British Columbia and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of the appointment of the hearing.

### 9.5 Decision of Board

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

### 9.6 Expenses of Arbitration Board

Each party shall pay one-half the fees and expenses of the Arbitrator and each of the parties shall bear the cost of the employee's own representatives and witnesses.

### 9.7 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.

### 9.8 Expedited Arbitration

(a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

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

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

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

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

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

(e) The parties will limit the employee's use of authorities.

(f) The parties will not use outside counsel.

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

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

- (i) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.1.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, suspension and dismissal, the burden of proof of just cause in any arbitration hearing or grievance procedure as outlined herein shall rest with the Employer.

### **10.2 Suspension and Dismissal**

The Executive Director (or designate) may suspend or dismiss any employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal and a copy shall be sent to the President of the Union (or designate) within five days of the action being taken.

Where an employee has been suspended pending investigation of their conduct, the Employer will make every reasonable effort to complete its investigation and make a decision within 45 calendar days of the commencement of the suspension.

### **10.3 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written warnings or letters of reprimand, adverse reports and adverse performance appraisals. An employee shall be given a copy of any document placed on the employee's file. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of the personnel record.

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

### **10.4 Employee Appraisal Forms**

- (a) The Employer acknowledges that a formal appraisal of an employee's performance shall deal solely with work performance issues. A formal written performance shall be carried out prior to the expiration of an employee's probationary period and annually thereafter, unless otherwise required.
- (b) The purpose of this appraisal shall be to identify goals and objectives for the employee and to assist the employee in obtaining those objectives.
- (c) All formal appraisals shall be recorded on a standard evaluation form.
- (d) Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read, understood, and accepts the appraisal, and the other indicating that the employee has read, understood but disagrees with the appraisal. The employee shall sign in one of the places provided. In the event the employee objects to the appraisal, a note to this effect shall be placed in the employee's personnel file and further appraisal may be carried out within 60 workdays to determine if an improvement in the rating performance is

warranted. No employee may initiate a grievance regarding the contents of an appraisal form unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of any appraisal at time of signing. Performance appraisals shall be completed by the employee's supervisor and reviewed by the Executive Director.

### **10.5 Personnel File**

An employee, or the President of the Union (or designate) with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President of the Union (or designate), as the case may be, shall give the Employer adequate notice prior to having access to such file(s). Should an employee dispute an entry in the employee's file, the employee shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of such personnel record.

### **10.6 Right to Have Union Steward Present**

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel that the employee believes to be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact a steward or alternate steward providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with another steward or a staff representative and to have a local union representative present at any discussion with supervisory personnel that the steward believes will be the basis of disciplinary action against the steward, provided that this does not result in an undue delay of the appropriate action being taken.

### **10.7 Abandonment of Position**

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

### **10.8 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 10 of the 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 they have 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 regular body) shall be six 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 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 calendar months.

- (d) The Employer, with the agreement of the Union, may extend the probationary period a further period not to exceed three months.
- (e) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 8 - Grievances commencing at Step 3.

### **10.9 Indemnity**

The Employer will continue to provide comprehensive general liability coverage that will include coverage for employees while acting within the course of the reasonable execution of their duties as employees. The Employer is not responsible for decisions of the insurer as to whether the coverage applies. As such, no general liability coverage will be made to any employee found guilty of commission of an offence of the *Criminal Code* of Canada or contravention of provincial acts or orders.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this agreement, "*service seniority*" shall be defined as the length of continuous service as an employee of the Victoria Native Friendship Centre, and shall include continuous service with the Employer prior to the certification or recognition of the Union. Part-time employees will have seniority rated in hours worked.

### **11.2 Seniority List**

- (a) The Employer shall maintain a service seniority list showing the date each employee-commenced employment with the Employer. An up-to-date service seniority list shall be provided to the union stewards and sent to the Victoria Area Office of the BCGEU on April 1<sup>st</sup> and October 1<sup>st</sup> of each calendar year.
- (b) The service seniority list shall be posted by the Employer for a minimum of 30 days. Any objection to the accuracy of a posted service seniority list must be lodged with the Employer during the 30 days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this agreement.

### **11.3 Same Service Seniority Date**

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

### **11.4 Maintenance of Service Seniority**

- (a) An employee on leave of absence without pay, or leave granted under Article 20, shall only accrue up to 25 days of service seniority where the leave of absence or accumulation of unpaid leaves of absence exceeds 25 workdays in a calendar year.
- (b) Any employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what (the employee) they would have earned had (the employee) not been absent and been able to work.
- (c) An employee shall lose their service seniority in the event that they:
- (1) are discharged for just cause;
  - (2) are on layoff for more than one year;

- (3) are promoted to an excluded position for more than one year;
- (4) have abandoned their position as outlined in Clause 10.7;
- (5) Subject to Clause 11.5, the employee voluntarily terminates their employment or abandons the position.

### **11.5 Re-Employment**

An employee who resigns (a) their position, and within 60 days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

### **11.6 Bridging of Service**

If an employee terminates as a result of a decision to care for a parent, spouse or child, and is re-employed, upon application, the employee 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 an employee with at least two years of service seniority at time of termination.
- (b) The resignation must indicate the reason for termination.
- (c) The break in service shall be for no longer than two years and during that time the employee must not have engaged in remunerative employment for more than six months.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

A former employee who meets the conditions outlined above will have in-service status when applying for re-employment and the provisions of Section (d) above shall apply once confirmed as the successful applicant. Such an individual shall not be considered an employee, for the purposes of this agreement, until the employee commences re-employment.

## **ARTICLE 12 - SERVICE CAREER POLICY**

### **12.1 Job Postings**

- (a) When a new position is created or when a vacancy occurs which is more than three months in duration, the Society will post notice of the position on all bulletin boards and a copy to the Union for a minimum of seven calendar days so that all employees will know about the vacancy or new position.
- (b) The Employer agrees that recruitment of external candidates shall only occur in situations where there are no bargaining unit applicants or employees covered by the provisions of Clause 12.3 who meet the qualifications contained in the posting.
- (c) The Employer agrees that the process of recruitment shall be undertaken as expeditiously as possible.

### **12.2 Information in Posting**

The notice of posting shall contain the following: nature of position; qualifications; required knowledge and education; skills; whether shift work is involved; wage or salary rate or range; where applicable, specific location; whether use of a personal vehicle is required in the performance of the position. Such qualifications may be consistent with funding requirements, but shall not be established in an arbitrary or discriminatory manner.

### **12.3 Role of Service Seniority in Promotions and Transfers**

Both parties recognize:

- (a) the principle of promotion when qualified or possesses the equivalent skills and abilities within the service of the Employer;
- (b) those job opportunities should normally increase in proportion to qualification or possesses the equivalent skills and abilities and then length of service.

Therefore, where two or more applicants have education, qualifications, and/or abilities, and experience which are determined equal, the applicant with the greater service seniority shall be awarded the position, promotion, and/or transfer.

### **12.4 Leave to Attend Interview**

An in-service applicant for a posted position in the Centre who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with pay to attend the interview. An employee granted leave under this clause shall notify the employee's supervisor as soon as the employee is notified of the requirement to appear for an interview.

### **12.5 Notification**

The successful applicant shall be notified within seven calendar days following the Employer's decision. The Union and unsuccessful in-service applicants to posted positions will be notified of the name and classification of the successful applicant.

### **12.6 Right to Grieve**

An employee may grieve a job posting decision pursuant to Article 8, Step 2 within five working days of the decision.

### **12.7 Trial Period**

- (a) The successful applicant shall be placed on trial for a period of three months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job, the unsuccessful applicant shall be returned to the former position and wage or salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to the employee's former position and wage or salary rate, without loss of seniority.
- (b) The trial period for professional employees (registrants of a regulatory body) shall be six 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) Both parties acknowledge that there is a distinction between the probationary period and the trial period.

### **12.8 Temporary Appointments**

Upon completion of a temporary position assignment, the successful applicant shall be returned to the employee's former position and wage or salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to the employee's former position and wage or salary rate, without loss of seniority. Where the assignment was filled by a new employee, that employee shall be laid off in accordance with Article 13.

**ARTICLE 13 - LABOUR ADJUSTMENT AND TECHNOLOGICAL CHANGE****13.1 Primary Recognition**

This article shall not interfere with the right of the Employer to manage its staffing levels consistent with programming priorities established to meet the needs of the Aboriginal peoples it serves. The parties recognize that the Society is a non-profit agency financially dependent upon its funding and its own efforts to achieve a measure of economic self-sufficiency, accordingly:

- (a) The parties recognize the value of maintaining ongoing communications and consultation concerning funding issues and changes in programming priorities, where such issues may affect the security of employment of members of the bargaining unit.
- (b) The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many employees as possible from loss of employment.
- (c) The parties agree that voluntary solutions to problems and adjustments to staffing levels, which arise from restructuring, are the best ones and the parties will make reasonable efforts to achieve them.
- (d) At all times it is agreed that the Employer has authority to make staffing decisions subject to the provisions of the collective agreement.

**13.2 Consultation**

(a) The Employer shall provide the Union with as much notice as possible of any proposed labour adjustment initiative, which results in a staff reduction, in accordance with the general principles of consultation. The written notice will provide the following information:

- (1) the anticipated date(s) on which the Employer plans to effect change(s);
- (2) the nature of changes location(s) and number(s) of employees likely to be directly affected.

(b) The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising therefrom may be accommodated with a view to minimizing the disruption to the bargaining unit. Specifically, the parties shall use reasonable efforts to achieve the permanent or interim solution that best meets the needs of the proposed initiative.

(c) In the employee's discussions, the parties shall give consideration to alternatives to the proposed measure(s) consistent with the Society's overall mandate of delivering quality services to its clients and the mutual goals of the parties.

(d) The parties will cooperate in the spirit of this agreement to facilitate, where possible, interim job placement solutions by means of relief assignments pending more permanent solutions.

**13.3 Layoff Notice**

(a) The Employer will give notice where reasonably possible in accordance with the following formula:

- (1) one weeks' notice after three consecutive months of employment and/or pay in lieu of notice after three consecutive months of employment;
- (2) two weeks' notice after 12 consecutive months of employment and/or pay in lieu of notice after three consecutive months of employment;

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

(b) A copy of such notice shall be forwarded to the Union.

#### **13.4 Retention of Seniority and Recall**

(a) Employees on layoff shall be eligible, for a period of nine months to be recalled in order of service seniority to fill vacancies in any program provided such employees meet the qualifications necessary and/or possess the equivalent skills and abilities to perform the available work following a period of familiarization not to exceed five workdays. Employees on layoff can request to be placed on the casual call-in list.

(b) Employees on layoff, who are recalled to a position at their former status and who do not return to work within seven days, will be deemed to have resigned.

(c) Recall to a position at an employee's "*former status*" is defined as follows:

(1) in the case of a full-time employee on layoff, the offer shall be that of a full-time position at the employee's former salary rate;

(2) in the case of a part-time employee on layoff, the offer shall be that of a part-time position that provides comparable hours of work to the employee's former position at the former rate of pay.

(d) It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address.

(e) Notice of recall shall be made by telephone or, if unsuccessful, by registered mail to the last address of the employee known by the Employer or by email. A copy of the letter shall be sent to the President of the Union (or designate).

#### **13.5 Continuation of Benefits**

The right of laid-off employees to benefits under this agreement shall continue until the last day of paid work and layoff entitlements whichever is last, and the premium of such benefit shall be paid by the employee.

#### **13.6 Grievance on Layoffs and Recalls**

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

### **ARTICLE 14 - HOURS OF WORK**

#### **14.1 Normal Workweek**

The normal workweek for employees shall consist of no more than five consecutive days from Monday to Friday inclusive. The hours of work, excluding meal periods and paid holidays, will be equivalent to an average of 35 hours per week for all employees.

#### **14.2 Regular Workday**

(a) The regular workday for all employees shall be eight hours per day including an unpaid one hour meal period.

(b) Staff meetings will be included in the computation of hours worked, however employees may volunteer to attend Society functions and will not be compensated in those instances.

#### **14.3 Notice of Work Schedules**

In the event that an employee's work schedule or shift must be adjusted to accommodate attendance at a special function, the Employer agrees to provide five workdays' notice unless waived by mutual agreement. Days off before and after an employee is changed to the interim schedule shall be scheduled to ensure that the hours worked are equal to those set out in Clause 14.1 and that days of rest are consecutive.

#### **14.4 Rest Period**

(a) All employees shall have two, 15 minute rest periods away from their workstations in each work period in excess of five hours, one rest period to be granted before and one after the meal period. Rest periods shall not begin earlier than one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

(b) Where an employee is unable to take a rest period (15 minutes a.m. and p.m.) due to circumstances which require them to continue in the performance of their duties, they must advise their supervisor that day. Arrangements may be made by mutual agreement pursuant to Clause 14.6 to offset the extra time worked.

#### **14.5 Meal Periods**

A meal period consisting of one hour unpaid shall be scheduled as close as possible to the middle of any regular shift.

#### **14.6 Reporting to Work Location**

When employees are required to report to a central location in order to be assigned their work location, the employee's workday shall commence from the time they are required to report for assignment.

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definitions**

(a) "*Overtime*" means work performed by a full-time employee in excess or outside of their regularly scheduled hours of work.

(b) "*Straight-time*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means 1½x the straight-time rate.

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

#### **15.2 Authorization and Application of Overtime**

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in (when written in) advance by the Employer;
- (2) the employee does not control the duration of the overtime worked.

(b) Where an employee is attending with a client at court or at the hospital on the Employer's business as set out in the employee's job description and the court schedule or hospital procedure(s) extend beyond an employee's regular hours of work, the employee shall use their discretion in working

the overtime and the Employer shall be deemed to have authorized the overtime in advance. The employee shall notify the Employer as soon as is reasonably possible of such time worked and the Employer may request documentation of such overtime.

(c) Overtime compensation as outlined in this article shall be in pay or in compensatory time off (CTO) at the applicable overtime rate in lieu of overtime pay. Such time will be scheduled at a time mutually agreeable to the employee and the Employer. The Employer shall make every reasonable effort to schedule such time off by mutual agreement within 30 days from it being earned and in any event such time off must be taken prior to the fiscal year end.

(d) If an employee is required to attend employer approved activities with clients who are required by the Employer to attend camp, conference, and or tribal journeys, and required to oversee clients beyond the employee's regular work hours, the parties will meet and agree prior to commencing on approved activities, the application of Article 15.

### **15.3 Overtime Entitlement**

An employee will be entitled to compensation for authorized overtime in excess of:

- (a) the scheduled daily hours; (seven hours in a day, 35 hours in a week with one hour for lunch each day);
- (b) the agreed averaging period (35 and 70).

### **15.4 Recording of Overtime**

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

### **15.5 Overtime Compensation**

(a) Overtime worked which has been previously authorized by the Employer shall be compensated at the following rates:

- (1) time and one-half for the first three hours of overtime on a regularly-scheduled workday;
- (2) double-time for daily hours worked in excess of Subsection (1) above or 48 hours in a calendar week.

(b) Subject to the provisions of Clause 14.6, an employee on travel status who is required to travel on the Employer's business outside the employee's regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

### **15.6 Overtime Meal Allowance**

Where employees are away from the employee's office on employer-approved activities or working long hours not covered by a flextime arrangement, they shall be reimbursed for meals. An employee who is required to start the workday before 07:00 hours is entitled to receive the breakfast allowance. An employee who normally works day shift who is required to work later than 19:00 hours is entitled to receive the supper allowance. Receipts are not necessary for claims.

### **15.7 No Layoff to Compensate for Overtime**

Except where the Employer and employee concerned otherwise agree, employees shall not be required to layoff during regular hours to equalize any overtime worked.

**15.8 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

**15.9 Overtime for Part-Time Employees**

- (a) Part-time employees shall be paid at the rate of straight-time for the hours worked, up to and including the normal hours in the workday of a full-time employee.
- (b) Part-time employees 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 Sections (a) and (b) above.

**15.10 Callback Provision**

An employee who is called back to work by the Employer outside their normally scheduled working hours shall be compensated for a minimum of two hours of overtime at the rate of 1½x. They shall be compensated from the time they leave their home to report for duty until the time they arrive back home while proceeding directly to and from work.

**ARTICLE 16 - PAID HOLIDAYS****16.1 Paid Holidays**

The following have been designated as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

**16.2 Holidays Falling on Saturday or Sunday**

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

**16.3 Holiday Falling on a Day of Rest**

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to Clause 16.8.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to Section (a) above, they shall be compensated at time and one-half for all hours worked.

**16.4 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the appropriate overtime rates as outlined in Clause 15.5, plus a day off in lieu of the holiday.

**16.5 Holiday Coinciding with a Day of Vacation**

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

**16.6 Christmas or New Year's Day Off**

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

**16.7 Paid Holiday Pay**

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

**16.8 Scheduling Lieu Days**

- (a) Days off in lieu of paid holidays shall be scheduled by mutual agreement at the local level and taken within 30 days following the paid holiday.
- (b) If the lieu day is not taken within the 30 days, it shall be immediately scheduled on the vacation roster.

**16.9 Other Religious or Spiritual Observances**

- (a) Employees who practise other Religious or Spiritual observances are entitled to reasonable leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule compensatory time off banked pursuant to Clause 15.2(c), unused vacation or lieu days to cover the employee's absence.

**ARTICLE 17 - ANNUAL VACATIONS****17.1 Vacation Entitlement**

- (a) Upon employment, and subject to Clause 17.1(c), all full-time employees will be entitled to 10 workdays' leave under this article. Employees will earn but will not be entitled to schedule entitlement described in this clause until they have completed six months of employment.
- (b) In subsequent years of employment, full-time employees shall earn a vacation entitlement of 18 workdays. On the completion of five years' service and subsequent years, the employee is entitled to 23 workdays' vacation. On the completion of eight years' service and subsequent years, the employee is entitled to 25 workdays' vacation. After 10 years and for each new year thereafter – one additional workday for each year of service.

(c) For the purpose of additional leave entitlement, an employee shall be considered to be in the employee's second vacation year immediately following the first anniversary of employment.

(d) Where employed part-time or part of the year, the entitlements under this section shall be prorated.

### **17.2 Prime Time Vacation Period**

Subject to the provisions of this article and operational requirements, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period May 1<sup>st</sup> to August 30<sup>th</sup> inclusive, which shall be defined as the "*prime time vacation period*".

### **17.3 Vacation Preference**

(a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit. Where an employee chooses to split their vacation, the second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Regular vacations shall have priority over banked vacation time during the prime time vacation period.

### **17.4 Vacation Relief**

Where vacation relief is required, the Employer shall give employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job and arrange for staff replacement at the lowest paying category.

### **17.5 Scheduled Vacation**

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. Vacation requests are to be submitted a minimum of 14 days prior to the vacation time being requested.

### **17.6 Vacation Pay**

Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than their regular position for a majority of their regularly-scheduled hours in the 60 workdays preceding their vacation, in which case they shall receive the higher rate.

### **17.7 Approved Leave of Absence with Pay During Vacations**

When an employee is entitled to paid leave in accordance with the provisions of this agreement, during a vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five workdays of returning to work.

### **17.8 Callback from 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, they shall be reimbursed for all expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to

the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

### **17.9 Vacation Carryover**

Subject to the Employer's operational requirements, and in special circumstances, employees may be permitted to bank up to 10 workdays of vacation, as of January 2011, and take it in the following year subject to the banked vacation being taken at a time mutually agreed upon.

### **17.10 Vacation Credits and Debits**

(a) Employees may borrow a maximum of five days against future earned entitlement, provided the borrowed entitlement is for emergency purposes.

(b) Employees who leave the service of the Employer part way through a calendar year will be paid vacation earned but not used, or the Employer will recover from the employee vacation taken but not earned.

### **17.11 Vacation Credits Upon Death**

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

## **ARTICLE 18 - SICK LEAVE**

### **18.1 Sick Leave Accrual and Utilization or Payout Upon Death**

(a) Employees will accumulate sick leave with pay to a maximum of 56 days, at the rate of one day for each month worked. Days absent due to illness will be deducted from any accumulated sick leave days. Under extraordinary circumstances sick leave days may be utilized pursuant to the provisions of Clause 19.6. Pay deductions will be made when there are no remaining accumulated sick leave days.

(b) Upon reasonable request, an employee shall be provided with an accounting of their annual sick leave bank utilization and balance. Disputes in this regard may be subject to the grievance procedure.

(c) Sick pay shall be paid at the employee's current rate of pay on the occasion of each sick day.

(d) Sick leave credits are cancelled when employment ends.

(e) If an employee terminates their employment, all sick leave credits owing will be deducted.

### **18.2 Proof of Illness and Health**

An employee may be required by the Employer to produce a certificate from a medical practitioner for any illness at the employee's expense certifying that such employee is unable to carry out their duties due to illness or non-compensable accident or that the employee is healthy and capable of carrying out their duties. The Employer may exercise this requirement after three days of each incident of sickness or accident or where a pattern of absences emerges. Where the Employer requires a medical assessment from the employee's physician specifying the employee's employment limitations and/or capabilities, the employee will be reimbursed, upon receipt of production of receipt for 50% of the cost of the medical assessment.

### 18.3 Notification of Absence

All employees must notify the receptionist as soon as reasonably possible and not later than 9:00 a.m. on the day of absence due to illness. Failure to provide notification of absence in this manner may result in loss of pay.

### 18.4 Employee Fitness

The Employer and the Union recognize, in principle, that physically fit employees are better able to work efficiently, tolerate stress and demonstrate better attendance.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for up to three days and may, in addition, be granted two days' special leave for the purpose of travel related to the death.

(b) "*Immediate family*" is defined as an employee's parent, former guardian, wife, husband, common-law spouse, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of other close relatives, the employee shall be entitled to one unpaid day for the purpose of attending the funeral.

(d) An employee may request a further period of up to two weeks' leave without pay.

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

(f) The Employer may request evidence to substantiate a request for bereavement leave.

### 19.2 Family Responsibility Leave

In the case of illness in the immediate family of an employee, as defined in Clause 19.1, when no one at home other than the employee can provide for the needs of ill person, the employee shall be entitled after notifying their supervisor, to utilize up to three days per calendar year from the employee's sick bank for this purpose.

### 19.3 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve only as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) Upon prior approval, time spent at court by an employee in their official capacity shall be at the regular rate of pay.

#### 19.4 Conferences and Seminars

- (a) The Employer recognizes the benefits of having employees attend conferences and seminars of a specialized nature in the employee's respective fields. To this end, and subject to budgetary concerns, if prior approval is received, the Employer agrees to pay all reasonable expenses for an employee to attend a conference or seminar.
- (b) Where an employee is operating, or will be required to operate, technical equipment or use new methods during the course of the employee's duties, where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods and budgetary concerns are met, the employee may attend such demonstrations, conferences or seminars upon approval of their application by the Employer. Employees shall not suffer loss of regular salary as a result of such attendance.
- (c) Approval shall be given on a fair and equitable basis, shall be consistent with the needs of the Employer and shall not be unreasonably withheld.

#### 19.5 General Leave

Notwithstanding any provision for leave in this agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual situation. Such request is to be in writing and approved by the Employer.

#### 19.6 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly-scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent family members shall be permitted, but where such absence exceeds two hours, the full-time absence shall be charged to sick leave entitlement.

#### 19.7 Cultural Leave

Employees are entitled to attend cultural leave events, and can access three days' vacation pay.

#### 19.8 Moving Day

One day paid per calendar year to move households may be granted.

#### 19.9 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 11.4, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 23.

*Note: It is understood that where an employee is on compassionate care leave and such leave ends due to death of a family member for which bereavement leave is provided under Article 19.1, the bereavement leave shall commence at the beginning of the week following termination of compassionate care EI payments. There shall be no pyramiding of EI payments and bereavement leave with pay.*

### ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

#### 20.1 Maternity Leave

- (a) A pregnant employee who requests leave under this clause is entitled to up to 17 weeks of unpaid leave.

- (1) *Beginning:*
    - (i) no earlier than 11 weeks before the expected birth date, and
    - (ii) no later than the actual date, and
  - (2) *Ending:*
    - (i) no earlier than six weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) A request for leave must:
- (1) be given in writing to the Employer;
  - (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave; and
  - (3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).
- (d) A request for a shorter period under Subsection (a)(2)(i) must:
- (1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and
  - (2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## 20.2 Parental Leave

- (a) An employee who requests parental leave under this section is entitled to:
- (1) for a birth mother who takes leave under Clause 20.1 in relation to the birth of the child or children with respect to whom parental leave is to be taken, up to 61 consecutive weeks or unpaid leave beginning immediately after the end of the leave taken under Clause 20.1 unless the Employer and the employee agree otherwise;
  - (2) for a parent who does not take leave under Clause 20.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event;
  - (3) for an adopting parent, up to 62 consecutive weeks beginning within 78 weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).
- (c) A request for leave must:
- (1) be given in writing to the Employer;
  - (2) if the request is for leave under Subsection (a)(1) or (2), be given to the Employer at least four weeks before the Employer proposes to begin the leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(d) An employee's combined entitlement to leave under Clause 20.1 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under Clause 20.1(c) or Subsection (b) of this clause.

### **20.3 Adoption Leave**

An employee is eligible for parental leave under Clause 20.2 for leave to care for a newly-adopted child.

### **20.4 Seniority Rights and Benefit Entitlements**

(a) An employee who returns to work after the expiration of such maternity, parental, or adoption leave shall retain service credits and seniority rights accumulated prior to the maternity, parental, or adoption leave and shall be credited with seniority for the period of time covered by Articles 20.1, 20.2 and 20.3.

(b) In accordance with the *Employment Standards Act*, the services of an employee who is absent from work in accordance with this article shall be deemed continuous for the purposes of calculating annual vacation entitlements and all health and welfare plans beneficial to the employee, and the Employer shall continue to make payment to the plans in the same manner as if the employee were not absent where:

- (1) the Employer pays the total cost of the plan; or
- (2) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and employee.

If an employee fails to return to work, the Employer will be reimbursed for monies paid under this section. Vacation entitlement earned but not taken prior to the leave, and vacation entitlement earned during the leave, pursuant to this clause may only be carried over by mutual agreement to the following calendar year. Payment for vacation in any calendar year shall be calculated at the appropriate percentage (based on years of service) of the actual salary earned during that calendar year.

(c) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

## **ARTICLE 21 - HEALTH AND SAFETY**

### **21.1 Conditions**

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

### **21.2 Occupational Safety and Health (OSH) Committee**

The Employer and the Union agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. To this end, the parties agree to establish an occupational safety and health (OSH) committee composed of a minimum of two representatives of the Employer and two representatives appointed by the Union. The Committee shall meet at regular intervals as determined by the Committee. Where emergency circumstances require immediate attention either party can request a meeting to deal with the matter. Meetings shall be in accordance with the *Industrial Safety & Health*

*Regulations* in order to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing the risk of occupational injury and illness. A copy of all minutes of the Committee shall be sent to the Union, Employer and Workers' Compensation Board.

Employees who are representatives of the Committee shall not suffer any loss of basic pay or seniority for the time spent attending a committee meeting.

The Union and the Employer shall establish mutually agreeable terms of reference by which the Occupational Safety and Health Committee shall operate. Without limiting the establishment of additional terms of reference, such terms of reference shall address:

- (a) occupational safety and health courses;
- (b) unsafe work conditions;
- (c) lighting;
- (d) pollution control and ventilation;
- (e) building security;
- (f) working hazards and working alone;
- (g) communicable disease exposure;
- (h) procedural measures to protect employees against risk of physical violence from clients.

### **21.3 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work where the employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health & Safety Regulations.

### **21.4 Investigation of Accidents**

Pursuant to Section 3.9 of the Workers' Compensation Board Industrial Health & Safety Regulations, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.

### **21.5 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 the shift without deduction from accumulated sick leave.

### **21.6 Communicable Diseases and Parasitic Infections**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) The OSH Committee will consider, review and make recommendations to the Employer on issues including:
  - (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
  - (2) post-exposure protocols;
  - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.
- (c) Officials of the BC Centre for Disease Control will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

(d) Where officials of the BC Centre for Disease Control recommend that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

### **21.7 Workplace Violence and Aggressive Clients**

(a) It is recognized that employees may be at risk of physical violence or verbal abuse from clients. Where the Employer is aware that a client has a history of aggressive behaviour, the Employer will make such information available to those employees who may be required to provide services to that client. Employees who encounter an unsafe situation involving an aggressive client shall be entitled to seek assistance.

(b) Where such potential exists employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents.

(c) The Occupational Safety and Health Committee or on-site union-designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in Section (b) above.

(d) Critical incident debriefing and post-traumatic support shall be made available for employees. Leave to attend such appointments shall be without loss of pay.

### **21.8 Transportation of Accident Victims**

Transportation to and from the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer, if no insurance plan covers this cost.

### **21.9 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 furnish or properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### **21.10 Injury Pay Provision**

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

### **21.11 Transportation of Accident Victims**

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

### **21.12 Protective Clothing and Supplies**

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

## **ARTICLE 22 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by the agreement, which would result in the laying off of such employees.

## ARTICLE 23 - HEALTH AND WELFARE

### 23.1 Eligibility

(a) All regular employees who have completed their probationary period will receive Health and Welfare Benefits for themselves and eligible family members as set out in this article with 60% paid by the Employer and 40% paid by the employee.

(b) The parties acknowledge that the Employer's agreement to provide benefit coverage as described in Articles 23.2, 23.3, 23.4, and 23.5 is an agreement to provide pay premiums only and is not a guarantee of the benefit. Issues and appeal processes concerning benefit coverage shall be addressed directly with the benefit provider.

(c) Medical Services Plan (MSP) with 60% paid by the Employer and 40% paid by the employee.

### 23.2 Group Life and Accidental Death and Dismemberment

All employees are automatically enrolled in Group Life and Accidental Death and Dismemberment.

The Employer shall provide coverage for Group Life (regular and optional) as well as Dependant Life Insurance and Accidental Death and Dismemberment Benefits with 100% paid by the Employer.

### 23.3 Long-Term Disability (LTD)

All employees are automatically enrolled in LTD.

The Employer will pay 100% and maintain coverage for Long-Term Disability Benefits which provides employees, still suffering from a total disability after a waiting period of 17 weeks, with Long-Term Disability Benefits equal to 66.67% of income to a maximum benefit amount of \$5,000 monthly.

### 23.4 Extended Health Care Plan

The Employer shall provide coverage for Extended Health Care with 60% paid by the Employer and 40% paid by the employee.

### 23.5 Dental Plan

The Employer shall provide coverage for Dental Care with 60% paid by the Employer and 40% paid by the employee.

Plan A - 100%

Plan B - 100%

Plan C - 100%

### 23.6 Health and Welfare Plan Contracts

(a) A copy of the master contracts with the carriers for all Health and Welfare Plans shall be provided to the President of the Union (or designate).

(b) The Employer will provide the Union with copies of any change in carrier policies.

### 23.7 Maintenance of Benefits Entitlement

(a) A full-time employee on leave of absence without pay can maintain coverage under Article 23, for the duration of their leave, by paying the full cost of the premiums, providing there are no restrictions in the carriers' contracts to the contrary. Other than in the case of leave granted pursuant to Article 20, and subject to Clauses 2.10(a)(2) and 23.7(b), the employee shall be responsible for the full cost of the benefit premiums effective the first day of the unpaid leave.

(b) A full-time employee on a claim recognized by the Workers' Compensation Board shall have the benefit premiums maintained and paid by the Employer for a period of up to six months and the employee can maintain coverage for a further six months by paying the full cost of the premiums.

(c) Full-time employees who do not select to maintain coverage pursuant to Clause 23.7(a) or whose coverage expires under same, who later return to work, shall not have to re-qualify for coverage, providing that the leave has not exceeded one year or that such does not conflict with the provisions of the carriers' contracts.

### **23.8 Medical Examination**

Except where pre-employment and return to work requirements may exist, the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense.

### **23.9 Same Gender Spouse Entitlement**

Same gender partners shall be eligible for spousal coverage under the health and welfare plans pursuant to the terms of the carriers' contracts.

## **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

### **24.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 24.5. The rates of pay negotiated by the parties to this agreement are recorded in Appendix 1.

### **24.2 Paydays**

(a) Employees shall be paid biweekly with paydays being every second Friday.

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

### **24.3 Substitution Pay**

When an employee is assigned by the Employer and temporarily substitutes in or performs the principal duties of a higher-paying position, they shall receive the rate for the job for the duration of the assignment.

### **24.4 Pay on Temporary Assignment**

Other than in the case of recall, an employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

### **24.5 Reclassification of Position**

(a) Except in the case of disciplinary action, an employee shall not have their salary reduced by reason of a change in the classification of their position or placement into a position with a lower maximum salary that is caused by other than by the employee.

(b) She shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary, which the employee is receiving. Thereafter, they shall receive the full negotiated salary increases for their new classification.

#### **24.6 Mileage Allowance**

Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties. The mileage allowance shall be 52¢ per kilometre.

#### **24.7 Meal Allowance**

Employees on approved travel status away from Victoria shall be entitled to meal allowances for the time spent away from the employee's headquarters:

Breakfast	\$11.50
Lunch	\$13.00
Dinner	\$32.00
Incidentals	\$10.00 per day

#### **24.8 Transportation for Employees**

The Employer agrees to pay the cost of taxi transportation of any employee required by the Employer to travel to or from their home during the hours of 9:00 p.m. and 7:00 a.m. where the employee's normal hours do not coincide with these hours. Any employee who does not have their own transportation is responsible for notifying the supervisor of this fact when asked to work late overtime so that overtime taxi transportation may be avoided.

#### **24.9 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills and qualifications, the cost of wages, training, related examinations, and where applicable, normal living and travel expenses as set out in this agreement will be borne by the Employer.

#### **24.10 Cash Advance for Travel**

Employees required by the Employer to proceed on travel status shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement. Within seven days of the employee's return to work, employees must submit receipts for expenses, other than for meals incurred in relation to such travel or deductions, to reflect the amount of the advance.

#### **24.11 Public and Private Accommodation Allowance**

Employees on travel status who require overnight accommodation shall be entitled to one of the following:

- (a) *Public Accommodation Allowance* - The Employer shall arrange and provide lodging in a hotel, motel or other facility commonly used by the Employer. The employee will be entitled to a single accommodation.
- (b) *Private Accommodation Allowance* - When the employee elects private accommodation in a private domicile, they shall be entitled to reimbursement at the rate of \$25 per day.

#### **24.12 Incidental Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to an incidental allowance of \$6 for every night away.

## ARTICLE 25 - JOB DESCRIPTIONS

(a) The Employer agrees to draw up job descriptions for all existing positions and any new positions for which the Union is bargaining agent. Such job descriptions shall be consistent with the work being performed. Updated job descriptions shall be presented to the Union within three months of following ratification of this agreement and shall become the recognized job descriptions.

(b) The scope of the objection will be limited to ensuring that the job description accurately describes the work to be performed. Additionally, the Union will have the right to negotiate appropriate compensation for the work performed or to be performed. The parties will meet to discuss objections to the job description or wage rate in an effort to reach agreement.

(c) The Union shall have the right to challenge the accuracy of the job description and the appropriateness of the wage rate within 30 days of receipt from the Employer. If agreement cannot be reached, either party may refer the matter to arbitration within 60 days of the date upon which the Union was presented with the job description.

## ARTICLE 26 - TERM OF AGREEMENT

### 26.1 Duration

This agreement shall be binding and remain in effect to midnight, June 30, 2020.

### 26.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 30, 2020, but in any event not later than midnight, April 1, 2020.

(b) Where no notice is given by either party prior to April 1, 2020, both parties shall be deemed to have been given notice under this article on May 30, 2020, and thereupon Clause 26.3 of this agreement applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by an authorized officer or agent of the Employer.

### 26.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 26.2, the parties shall, within 10 days after the notice was given, commence collective bargaining.

### 26.4 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.

### 26.5 Agreement to Continue in Force

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

### 26.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of ratification. The parties agree that the process of ratification shall be completed within 10 workdays of the signing of the memorandum of settlement.

**SIGNED ON BEHALF OF  
THE UNION**

**SIGNED ON BEHALF OF  
THE EMPLOYER**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Ron Rice, Executive Director  
Victoria Native Friendship Centre Board

\_\_\_\_\_  
Raelene Curry  
Bargaining Committee Member

\_\_\_\_\_  
Kari Hutchison, Assistant Executive Director  
Victoria Native Friendship Centre Board

\_\_\_\_\_  
Rita Marshall  
Bargaining Committee Member

\_\_\_\_\_  
Maria Sampson  
Bargaining Committee Member

\_\_\_\_\_  
Kim Shelley  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPENDIX A**  
**Wages**

<b>Classification</b>	<b>Base Rate</b>	<b>October 1, 2017 1%</b>	<b>April 1, 2019 1.25%</b>	<b>April 1, 2020 1%</b>
Senior Systems Admin	26.73	27.00	27.33	27.61
Finance Assistant	21.99	22.21	22.49	22.71
Custodian	19.25	19.44	19.69	19.88
Vocational Consultant	21.46	21.67	21.95	22.16
FASD Key Worker	21.46	21.67	21.95	22.16
Health Outreach	21.46	21.67	21.95	22.16
Addictions Counsellor	21.46	21.67	21.95	22.16
Homeless Outreach Worker	22.87	23.10	23.39	23.62
Social Worker	23.88	24.12	24.42	24.66
Tribal Journey's Coordinator	21.46	21.67	21.95	22.16
Youth Team Leader / Support Worker	26.28	26.54	26.87	27.14
RAVE Youth Cultural Coordinator	20.17	20.37	20.63	20.83
Youth Support Worker	21.46	21.67	21.95	22.16
Youth Addictions	21.46	21.67	21.95	22.16
Family Service Team Ldr/ Social Worker	26.28	26.54	26.87	27.14
Admin Assistant	19.79	19.99	20.24	20.44
Family Support Worker	21.46	21.67	21.95	22.16
Health Team Ldr / Mental Health Liaison	26.28	26.54	26.87	27.14
ECD Team Ldr / Slaheena Coordinator	26.28	26.54	26.87	27.14
Slaheena Coordinator	22.55	22.78	23.06	23.29
ECD Male Support Worker	21.46	21.67	21.95	22.16
CAPC Worker	21.46	21.67	21.95	22.16
AIDP Senior Consultant	24.00	24.24	24.54	24.79
AIDP Consultant	21.46	21.67	21.95	22.16
AIDP Trainee	19.51	19.71	19.95	20.15
Ab. SCD Senior Consultant	24.00	24.24	24.54	24.79
Ab. SCD Consultant	21.46	21.67	21.95	22.16
AEIT Program Assistant	21.99	22.21	22.49	22.71
Program Cook	-	20.20	20.40	20.61
Senior Homelessness Outreach Worker – not currently filled	-	24.51	24.76	25.00

Signing bonus of \$400 to each employee upon ratification.

Probationary employees earn \$1.00 less per hour during the probationary period.

Wage Reopeners - The Union and the Employer shall meet in December, 2019 and April, 2020 to discuss the Employer's financial situation for possible wage increases.

RRSP Contributions – the Employer will match a 1% RRSP contribution for all full-time employees and prorated for part-time employees, to a maximum contribution of \$500 per year. RRSP contributions will begin June 1, 2017.

**APPENDIX B  
List of Arbitrators**

Brian Foley  
Chris Sullivan  
Joan Gordon

**LETTER OF UNDERSTANDING 1  
Flexible Work Schedule**

The parties agree that employees, with the approval of the Executive Director, will be able to choose one of the following work schedules:

1. 8:30 a.m. to 4:30 p.m., with a one hour unpaid lunch.
2. 9:00 a.m. to 4:30 p.m. with a one-half hour unpaid lunch.
3. 8:30 a.m. to 4:00 p.m. with a one-half hour unpaid lunch.
4. 8:30 a.m. to 4:30 p.m. and combine their one hour lunch period with the employee's rest periods, one-half to be taken in the middle of the employee's shift.

The Employer maintains the ability to change an agreed-to work schedule as per Article 14.3 - Notice of Work Schedules.

**LETTER OF UNDERSTANDING 2  
Earned Time Off**

All employees will be eligible to earn and bank up to 14 hours in Earned Time Off in a calendar year. The Employer and the Union shall meet to discuss the mechanics of how employees will earn and bank Earned Time Off. Earned Time Off will be mutually agreed to, must be approved in advance, and will not replace overtime compensation. Earned Time Off is subject to operational requirements.