

**COLLECTIVE AGREEMENT**

**between the**

**THE NATIVE COURTWORKER AND  
COUNSELLING ASSOCIATION OF BC**

**and the**

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

**Effective from April 1, 2019 to March 31, 2021**

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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 Employees' Union was certified.
- (2) "*Child*" 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.
- (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) "*Demotion*" means a change from any employee's position to one with a lower maximum salary.
- (5) "*Employee*" means a member of the bargaining unit.
- (6) "*Geographic location*" is that area served by a Courtworker Office and may be located throughout the Province of British Columbia. The current list is as attached in Appendix 2. This list may be amended from time to time and the Union will be notified of such amendments.
- (7) "*Layoff*" is a cessation of employment as a result of a reduction in the amount of work required to be done by the Employer and where, should work become available, employees will be recalled in accordance with Article 13 of this agreement.
- (8) "*Leave of absence with pay*" means to be absent from duty with permission and with pay;  
"*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) "*Probationary employee*" means an employee hired into a regular full-time or part-time position and considered permanent upon successful completion of six months probationary period.
- (11) "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (12) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (13) "*Termination*" is the separation of an employee from the Employer for cause pursuant to Articles 10 and 11 of this agreement.
- (14) "*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

### 1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of services provided by The Native Courtworker and Counselling Association of BC. Accordingly, they are determined to establish,

within the framework provided by the law, an effective working relationship at all levels of the Association in which members of the bargaining unit are employed.

### **1.2 Future Legislation**

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

### **1.3 Conflict With Regulations**

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

### **1.4 Human Rights Code**

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

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

### **2.1 Bargaining Unit Defined**

Incumbents of new positions created by the Employer, following the date of signing this agreement, shall be included in the bargaining unit subject to the provisions of the *Labour Relations Code* of BC.

### **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 on July 23, 1981.

### **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 which conflict with the terms of this agreement.

### **2.5 No Discrimination for Union Activity**

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

### **2.6 Recognition and Rights of Stewards**

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

A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of the stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) attending meetings at the request of the Employer.

## **2.7 Bulletin Boards**

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

## **2.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of 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.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## **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 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 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.
- (c) The Employer agrees that it shall not request or require or direct employees to perform work in progress that would normally be carried out by those on strike or locked out.

## **2.10 Time Off for Union Business**

- (a) "*Without Pay*" - Leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.
- (b) "*With Pay*" - Leave of absence with basic pay and without loss of seniority will be granted:
  - (1) to employees who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;

- (2) to stewards or their alternates, to perform their duties pursuant to Clause 2.6;
  - (3) to employees called to appear as witnesses before an arbitration board with the approval of the supervisor.
- (c) 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, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

### ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on July 23<sup>rd</sup>, 1981, 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 July 23<sup>rd</sup>, 1981 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).

### 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 employees to the Union.
- (c) The Employer will provide to the Union with regular due remittance and employee status electronically.
- (d) Deductions shall be made monthly in the second payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (e) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (f) 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.

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

(h) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

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

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their 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 who will provide the employee with a copy of the collective agreement. The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. The Employer agrees that a union steward will be given an opportunity to interview, in person or by telephone, each new employee within regular working hours without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. The steward will be advised of the names of all new employees.

#### **ARTICLE 6 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 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 officers.

##### **7.2 Union Bargaining Committees**

A union bargaining committee shall consist of up to three members of the bargaining unit plus the President of the Union, or their designate, with the right to use up to three additional technical persons at no cost to the Employer.

##### **7.3 Union Representatives**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.



In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

#### **7.4 Technical Information**

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

#### **7.5 Policy Meetings**

The Employer and the Union recognize the importance and necessity of the Principals to this agreement meeting regularly to discuss problems which may arise from time to time.

### **ARTICLE 8 - GRIEVANCES**

#### **8.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) 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; or
- (b) The dismissal, discipline or suspension of an employee bound by this agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

#### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the Regional Supervisor. The aggrieved employee shall have the right to have their 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. Where the aggrieved employee is a steward they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

Where, for geographical or other reasons, the steward cannot be present, the most immediately available alternate steward may act on behalf of the employee.

#### **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 30 days after the date:

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

#### **8.4 Step 2**

- (a) Subject to the time limits in Clause 8.3 the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form setting out the nature of the grievance and the circumstances from which it arose;

- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
  - (3) transmitting this grievance to the regional manager or their designate, through the union steward.
- (b) The local supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2;
  - (2) provide the employee with a receipt stating the date on which the grievance was received.
  - (3) At the request of either party a meeting shall be held at Step 2 or Step 3 of the grievance procedure.

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

The Executive Director shall reply in writing to an employee's grievance within 14 days of receiving the grievance at Step 2.

#### **8.6 Step 3**

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

- (a) within 14 days after the decision has been conveyed to them by the Executive Director;
- (b) within 14 days after the Employer's reply was due.

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

The Native Courtworker and Counselling Association of BC shall reply in writing to the grievance within 30 days of receipt at Step 3.

#### **8.8 Failure to Act**

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

#### **8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the President or their designate may inform the Employer of their intention to submit the dispute to arbitration within:

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

#### **8.10 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be emailed with a delivery receipt. Each email shall only reference one grievance.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on they were sent to the appropriate office of the Employer or the Union.

**8.11 Demotion, Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be submitted at Step 3 of the grievance procedure, within 30 days of the employee receiving notice of dismissal.
- (b) Grievances arising from the suspension and/or demotion of an employee shall commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

**8.12 Deviation from Grievance Procedure**

- (a) The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance whether directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

**8.13 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, commencing at Step 2 of the grievance procedure. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in Article 9 of this agreement.

**8.14 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.

**8.15 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article other than Clause 8.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance or a mutually agreed upon date, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by the Board of Arbitration.

**8.16 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 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven days:

- (a) Its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant (b) of this article;
- (b) The name of its appointee to a board of arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson;
- (c) A board of arbitration or a single arbitrator established under this article shall convene a hearing within six weeks after a hearing date has been requested, unless extended by mutual agreement.

## **9.2 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Labour Relations Board of BC pursuant to Section 86 of the *Labour Relations Code*.

## **9.3 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 conclusion of the hearing.

## **9.4 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the 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 which 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.

## **9.5 Disagreement Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision which it shall make every effort to do within seven days.

## **9.6 Expenses of Arbitration Board**

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;
- (b) one-half the fees and expenses of the Chairperson.

## **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 Code Applies**

Where this agreement and the *Labour Relations Code* differ, the *Labour Relations Code* applies.

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

### **10.1 Procedure**

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

### **10.2 Dismissal and Suspension**

(a) The Executive Director may dismiss an employee for just cause. Notice of the dismissal shall be in writing and shall set forth the reasons for dismissal. Such notice will be delivered personally to the employee. If the employee is not available to have the notice delivered in person, the notice may be delivered by registered mail.

(b) The Executive Director or Manager may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension. Such notice will be delivered personally to the employee. If the employee is not available to have the notice delivered in person, the notice may be delivered by registered mail.

(c) When in accordance with Part (a) or Part (b), the notice is delivered personally, they shall be given the reason in writing in the presence of their steward or alternate. The President of the Union shall be advised within five working days in writing by the Employer of the reason for such dismissal or suspension.

### **10.3 Right to Grieve**

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure in accordance with Article 8 of this agreement.

### **10.4 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. In proceedings pursuant to this article in cases of discipline, suspension or dismissal, the Employer shall not produce evidence other than evidence in support of the allegations outlined in the written notice to the employee.

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

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports of performance evaluation. 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 their personnel record.

Upon the employee's request, any such document other than official evaluation reports, shall be removed from the employee's file after the expiration of 12 months from the date it was issued provided there has not been a similar further infraction. 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.

### **10.6 Employee Appraisal Forms**

(a) The Employer acknowledges that a formal appraisal of an employee's performance shall not be a disciplinary matter and shall deal solely with work performance.

- (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) A formal appraisal shall only be carried out in a format agreed to between the Union and the Employer.
- (d) An employee shall have the right to request a formal appraisal at any time providing that at least three months have elapsed since the last appraisal.
- (e) Except as provided in (c) or during the probation period, the Employer shall not carry out a formal appraisal of an employee more often than once every 18 months or such shorter period of time as the parties may mutually agree upon.
- (f) 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 and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. 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 this appraisal at time of signing.

#### **10.7 Personnel File**

Every employee has a right of access to their personnel record upon giving seven days' notice to the Employer. Copies of all entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording.

Should an employee dispute an entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

#### **10.8 Right to Have Steward Present**

- (a) An employee shall have the right to have their steward or alternate steward present at any discussion with supervisory personnel which the employee knows 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 their 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 a staff representative and to have a local union representative present at any discussion with supervisory personnel which has indicated 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.

#### **10.9 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the period of such suspension or discharge unless altered by mutual agreement or by a board of arbitration. Any additional compensation which is considered just and equitable in the opinion of the parties or in the opinion of a board of arbitration, if the matter is referred to such a board, may be made.

### **10.10 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned 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.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

"*Service Seniority*" - for the purpose of this agreement service seniority shall be defined as the length of continuous service as an employee of The Native Courtworker and Counselling Association of BC, and shall include continuous service with the Employer prior to the certification or recognition of the Union, and any other service credits provided for by this agreement.

### **11.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each regular employee commenced employment with the Employer. An up-to-date service seniority list shall be sent to the President of the Union prior to the expiry 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 Loss of Seniority**

An employee on leave of absence without pay shall not accrue seniority for leave periods over 30 calendar days.

An employee who is on leave of absence without pay in an elected or appointed position of the Union shall retain seniority for benefits during the leave period provided that upon returning, the employee shall return to their position at the location which they worked prior to going on leave of absence.

An employee shall lose their seniority as an employee in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 11.5, they voluntarily terminate their employment with written notice to the Employer;
- (c) they are on layoff for more than one year;
- (d) they have abandoned their position as outlined in Clause 10.10.

### **11.5 Re-Employment**

An employee who resigns 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 but, shall not accrue provisions and rights in relation to seniority and other fringe benefits all effective the date of re-employment.



### **11.6 Bridging of Service**

If a regular employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed upon application they 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 three years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six 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.

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

### **12.1 Job Postings**

- (a) When a new position is created or when a vacancy occurs inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices and on all bulletin boards. A period of 14 days from date of mailing to closing date of competition shall be allowed so that all members will be aware of the vacancy or new position.
- (b) All employees will be notified immediately via email of any vacancies or new positions.
- (c) In addition to all applications received by the Employer on or before the closing date of competition, any application which has been sent by certified mail and postmarked on or before the closing date shall be considered timely when preceded by a telephone call to the employer designate.
- (d) The Notice of Posting shall contain the following:
  - (1) nature of position;
  - (2) qualifications;
  - (3) required knowledge and education;
  - (4) skills;
  - (5) whether shift work is involved;
  - (6) wage or salary rate or range; and
  - (7) where applicable, specific location.

Such qualifications may not be established in an arbitrary or discriminatory manner.

### **12.2 Outside Advertising**

Outside advertisement for any vacancy may take place at the same time as internal advertising.

### **12.3 Role of Seniority in Filling Vacancies**

In filling vacancies within the Association, the primary consideration shall be the needs of the community where the vacancy exists as well as the education, skills and knowledge determined in accordance with Association requirements. The community representative(s) involved in the selection process shall make the final decision on selection and the Association representative(s) shall ensure that Association



requirements are met. When all qualifications are relatively equal, seniority shall be the determining factor for final selection. Such requirements shall not be applied in an arbitrary or discriminatory manner.

#### **12.4 Notification**

Within seven calendar days of the selection, both the successful applicant and unsuccessful applicants will be notified. If no applicant is selected for the vacant position, the Employer may re-post the situation. Employees who have submitted written applications will be notified if the position is not to be filled or if the posting is to be cancelled.

Unsuccessful applicants from within the bargaining unit shall be notified in writing of the reasons why they were unsuccessful if they request the reasons within 14 days of being notified they were unsuccessful or of being notified that the job is to be re-posted or not filled.

#### **12.5 Relocation**

It is understood by the parties that as a general policy employees shall not be required to relocate from one geographic location to another against their will.

#### **12.6 Interview Expenses**

An in-service applicant for a posted position 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 and shall have their authorized expenses paid.

An employee granted leave under this article shall notify their supervisor as soon as they are notified of their requirement to appear for an interview.

#### **12.7 Trial Period**

The successful applicant shall be notified within one week of selection. They shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two 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 classification, they shall be returned to their former position and wage or salary rate without loss of seniority they shall be returned to their former position, wage salary rate, without loss of seniority. Any other employee affected by the rearrangement of positions shall be returned to their former position, wage or salary rate, without loss of seniority.

#### **12.8 Probation for Newly Hired Employees**

- (a) An employee shall serve a six calendar month probationary period prior to becoming a permanent employee.
- (b) The Employer may reject any probationary employee for just cause. Any rejection during probation shall not be considered a dismissal for the purpose of Clause 10.2 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which they has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (c) During the probation period an employee shall be covered by the terms and conditions as provided in this collective agreement except:
  - (1) Health and Welfare (Article 26);
  - (2) Municipal Superannuation Plan (Article 19); and
  - (3) All approved leave of absence(s) shall be without pay (Article 20).

(d) When an employee feels they has 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 of this agreement commencing at Step 3.

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Layoff**

(a) In the event of a layoff the Union will be notified by copy of the employee's layoff notice. A meeting will take place at the Union's request.

(b) Layoffs shall be in reverse order of seniority pursuant to (c) below.

(c) An employee affected by a layoff may bump a junior employee in the same or lower classification within their geographic location as per Appendix 2 provided they have the necessary qualifications to perform the job.

(d) An employee shall be given a reasonable period of familiarization on the job.

#### **13.2 Recall**

Employees on layoff shall be recalled in the order of service seniority, subject to qualification for the available work, for a period of 18 months from the date of layoff.

#### **13.3 Application**

The application of the layoff and recall procedures in Clauses 13.1 and 13.2 shall be applied on the basis of each geographic location, as per Appendix 2.

#### **13.4 Notice and Layoff Benefit**

##### **(a) Advance Notice**

Employees shall be given the following notice or pay in lieu of notice:

- One year service but less than two years' service..... two weeks' pay;
- Two years' service but less than three years' service ..... four weeks' pay;
- Three years' service but less than four years' service ..... six weeks' pay;
- Four years' service but less than five years' service..... eight weeks' pay;
- Five years' service but less than six years' service ..... 10 weeks' pay;
- Six years' service and over..... 12 weeks' pay.

(b) Employees with less than one year service seniority but greater than six months' service seniority shall be given two weeks' notice.

(c) Following such notice, employees so affected who are seeking alternate employment shall receive leave with pay to attend job interviews.

#### **13.5 Notice of Recall**

Notice of recall shall be made by telephone and email if one is provided by the Employee or, if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy of the letter shall be sent to the President of the Union. The notice shall be deemed to be received in accordance with the *Employment Standards Act*.

### **13.6 Salary on Recall**

If the recalled employee returns to the same position which they left, then they shall receive no less than their former salary plus any increase negotiated by the Union for that position during the period the employee was laid off.

### **13.7 Current Address**

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

### **13.8 No New Employees**

No new employees shall be hired until those laid off have been given the opportunity of recall.

Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the Employer and sent to the Union.

Laid off employees shall be guaranteed two interviews for vacancies on the following basis:

- (a) the senior employee on layoff shall be offered the opportunity of an interview first;
- (b) if the senior employee declines an interview, the next senior employee shall be offered the opportunity;
- (c) this process described in (a) and (b) shall be repeated until all employees on layoff have been offered an interview, in order of seniority, until an employee accepts;
- (d) all employees on layoff shall be guaranteed interviews for all vacancies which occur during their layoff, which they may accept or decline without penalty.

For the purpose of this article, a laid off employee shall be deemed to have signified, at the time of their layoff, their desire to be notified in writing of all job vacancies.

### **13.9 Continuation of Benefits**

The right of laid off employees to benefits under this agreement shall continue for a period of one month. In the event of a longer layoff, employees affected shall have the right to continue coverage by making direct payments for up to a maximum of 18 months.

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

### **14.1 Regular Workweek**

The regular workweek for employees shall consist of no more than five consecutive days from Monday to Friday inclusive.

### **14.2 Regular Workday**

The regular workday for all employees shall be seven hours per day exclusive of the meal period.

### **14.3 Scheduling of Hours**

Scheduling of hours of work on a daily basis or on a weekly basis shall be established through mutual agreement between the employer representative and union representative at the local level. If no mutual agreement is reached the dispute shall be settled via the grievance procedure.

#### **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 until 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, arrangements shall be made by mutual agreement pursuant to Clause 14.6 to offset the extra time worked.

#### **14.5 Meal Periods**

Meal periods shall be scheduled as close as possible to the middle of the workday. The length of the meal period shall not be less than 30 nor more than 60 minutes.

#### **14.6 Flextime**

Notwithstanding Clauses 14.1 and 14.2, the Employer and the Union recognize that certain employees have responsibilities which require them to regularly travel outside their headquarters area or to regularly conduct or attend workshops, court sessions, or other such meetings or events which require their participation outside of normal working hours. The parties therefore agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible consistent with the welfare of the employees concerned and consistent with the following provisions:

(a) Subject to Article 15, and by mutual agreement, employees shall work 70 hours in any 14 calendar day period. An employee shall not be required to work on a Saturday or a Sunday. If an employee initiates Saturday or Sunday work it shall be counted towards the 70 hours. If an employee is required by the Employer to work on a Saturday or Sunday, it shall be considered overtime.

(b) The regular workday shall consist of no more than 10 hours per day including travel time.

(c) Regular hours worked shall not exceed 70 in a 14 calendar day period.

(d) Hours worked in excess of 10 per day or 70 in a 14 calendar day period shall be considered overtime and compensated accordingly.

(e) Where employees covered by this clause are required to host consultants, contractors or other non-employer personnel in the course of their duties, they shall, subject to prior approval of their supervisors, be reimbursed for reasonable expenses upon production of receipts. Approval shall be granted in accordance with the entertainment policy of the Employer as set out in the memorandum of understanding attached.

(f) Wherever reasonably possible, the employee will obtain prior approval in advance to work overtime within the terms of this clause as set out in Article 15.

#### **14.7 Work Location**

Every employee covered by this agreement shall be assigned a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to their designated headquarters, shall be considered as time worked.

#### 14.8 Reporting to Work Location

When employees are required to report to a central location in order to be assigned their work location, their 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 rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times 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 advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Where an employee is attending court on the Employer's business and the court schedule goes 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 Employer may request documentation of such overtime.
- (c) Where the Employer has not authorized overtime in advance, entitlement shall be refused unless upon application to the Regional Supervisor it is deemed appropriate. In such cases entitlement shall be recorded as over time and taken as compensatory time off.
- (d) Employees shall receive overtime compensation as outlined in this article in the form of compensatory time off, such time to 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. Employees who, within 30 days accumulate less than one full day off may, at their option, wait to schedule compensatory time off until they have a full day off.
- (e) Overtime spent in driving will be paid at straight-time and taken as compensatory time off.

#### 15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of 35 hours per week.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's monthly rate shall be divided by the monthly hours, 152½.
- (c) Overtime shall be compensated in 30 minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than 15 minutes per day.

#### 15.4 Recording of Overtime

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

### 15.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability and location of employees.

### 15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates: one and one-half times for all hours worked in excess of 35 hours per week.
- (b) An employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

### 15.7 Overtime Meal Allowance

Where employees are away from their office or working long hours, they shall be reimbursed for meals. An employee who necessarily starts work before 0700 hours is entitled to receive breakfast. An employee who works later than 1800 hours is entitled to receive dinner. Receipts are not necessary for claims. Meal allowances will be paid at the current BC provincial government rates.

### 15.8 No Layoff to Compensate for Overtime

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

### 15.9 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.

### 15.10 Callout Provisions

"*Callout compensation*" - An employee who is called back to work by the Employer outside their regular working hours shall be compensated for a minimum of three hours of overtime rates at the rate of time and one-half. They shall be compensated for the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

### 15.11 Rest Interval After Overtime

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

## 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
Victoria Day	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.

To recognize Indigenous Day, all employees shall be entitled to take one-half a day off work on Indigenous Day without loss of pay after 12:30 p.m. Article 15 will not apply if an employee works this day.

#### **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 16.7.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at the rate of time and one-half.

#### **16.4 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.

#### **16.5 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.

#### **16.6 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 working days immediately preceding their holiday, in which case they shall receive the higher rate.

#### **16.7 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.

### **ARTICLE 17 - ANNUAL VACATIONS**

#### **17.1 Earning of Annual Vacation - Vacation Year**

The vacation year shall be based on the employee's anniversary year of employment.

#### **17.2 Earning of Annual Vacation - Entitlement**

A full-time employee shall earn an annual vacation entitlement as follows:



Vacation Years	Workdays Earned
First.....	15
Second to fifth.....	20
Sixth and beyond.....	25

Where an employee works part-time or part of the year, the days shall be prorated.

### **17.3 Prime Time Vacation Period**

Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year 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.

### **17.4 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, their 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.

### **17.5 Vacation Schedules**

- (a) Vacation schedules will be circulated and posted by April 1<sup>st</sup> of each year.
- (b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who transfers to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

### **17.6 Vacation Relief**

Where vacation relief is required, the Employer shall give regular 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.

### **17.7 Vacation Periods**

Vacations shall be taken in the year following that in which they are earned.

### **17.8 Scheduled Vacations**

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.

### **17.9 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 working days preceding their vacation, in which case they shall receive the higher rate.



**17.10 Approved Leave of Absence with Pay During Vacations**

When an employee is qualified for sick leave, bereavement or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

**17.11 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 herself, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (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.

**17.12 Vacation Carryover**

Employees shall be permitted to bank five working days of vacation and take it in the following year subject to the banked vacation being taken at a time mutually agreed upon.

**17.13 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 Entitlement**

- (a) A regular full-time employee shall earn sick leave credits at the rate of one and one-half days for each month of service in which pay was received for at least 10 days. Sick leave shall accumulate to a maximum of 150 days.
- (b) A part-time employee shall be entitled to sick leave credits on a prorated basis.
- (c) Probationary employees accumulate sick leave credits during their six months' probation but are not entitled to utilize the credits until the probationary period is successfully completed.
- (d) Where an employee is absent from work because of illness or injury the employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit.

**18.2 Employee to Inform Employer**

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

**18.3 Sick Leave Application Form**

An employee absent from work through illness or injury shall, within seven days as soon as possible from the initial day of absence, submit a fully completed sick leave application form. The Employer may request

that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over seven days. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

#### **18.4 Deduction of Sick Leave**

All absences on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.

- (a) There shall be no charge against an employee's sick leave credit when their absence on account of illness or injury is less than one-half day.
- (b) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half days only shall be charged as sick leave.
- (c) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. If requested, the Employer shall pay for a medical examination.

#### **18.5 Ineligible for Sick Leave**

An employee is not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff or locked out.

#### **18.6 Sick Leave Records**

Upon request, an employee shall be advised of the balance of their sick leave credits.

#### **18.7 Long-Term Disability Plan**

The Employer agrees that employees shall be covered by disability indemnity for periods of illness and/or disability which extend beyond the period of coverage provided in Clause 18.1. After expiration of coverage provided by the above-noted article, the employee shall be eligible for coverage by the Equitable Life Insurance Company of Canada, or the equivalent coverage. Any change in the insurance carrier will be discussed with the Union. The employee shall pay 100% of the monthly premium and the Employer will refund the premium each month.

#### **18.8 Transportation Due to Illness**

When an employee takes ill at work the Employer will pay taxi fare for the employee to travel from work to home, if necessary.

#### **18.9 WCB Entitlement**

Where an employee is entitled to WCB coverage for illness or injury, sick leave pay will not be paid. During the waiting period to receive WCB payments the employee may borrow from accumulated sick leave credits with the clear understanding that the amount of sick leave used shall be deducted from the paycheque(s) that follows receipt of WCB payment(s). Upon receipt of the borrowed sick leave repayments, sick leave accrual shall be reinstated.

### **ARTICLE 19 - MUNICIPAL PENSION PLAN**

#### *Entitlement*

Permanent employees are covered under the provisions of the Municipal Pension Plan.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

Permanent employees are covered under the provision of this article. Probationary employees who are granted approved leave pursuant to this article shall be without pay.

### 20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days.

(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, fiancé, and any other relative permanently residing in the employee's household or with whom the employee permanently resides. In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one-half day or up to one day where travel requires it or otherwise by mutual agreement, for the purpose of attending the funeral. 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.

### 20.2 Special Leave

Subject to Clause 20.3 below, an employee not on leave of absence without pay, shall be entitled to special leave at their regular rate of pay for the following:

- (a) Marriage of the employee ..... two and ½ days;
- (b) Attend wedding of the employee's child .....one day;
- (c) Birth or adoption of the employee's grandchild .....one day;
- (d) Serious household or domestic emergency.....one day;
- (e) Moving household furniture and effects .....one day;
- (f) Divorce hearing of employee .....one day;
- (g) Attend funeral or celebration of life .....one day.

Two weeks' notice is required for leave under Subsections (a), (b), (c), (e) and (f) and as much notice as possible for other leaves.

For the purpose of determining eligibility for special leave under (e), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (e) on two occasions within the preceding 12 months.

Leaves taken under Clauses 20.1 (Bereavement Leave), 20.2. (Special Leave), 20.7 (Family Illness) and 20.8 (Leave for Medical and Dental Care) shall not in combined total exceed 10 working days per calendar year unless additional special leave is approved by the Employer.

### 20.3 Maximum Leave Entitlement

Leaves taken under Clauses 20.1 (Bereavement Leave), 20.2 (Special Leave), 20.8 (Family Illness) and 20.9 (Leave for Medical and Dental Care) shall not in combined total exceed 10 working days per calendar year unless additional special leave is approved by the Employer.

### 20.4 Full-Time Union or Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal election or to seek election to office in a provincial or federal aboriginal organization, for a maximum of 90 days;
- (b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of two years;
- (c) for employees elected to a public office, including provincial or federal aboriginal organization, for a maximum period of five years.

#### **20.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court 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) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

#### **20.6 Elections**

- (a) Any employee eligible to vote in a federal, provincial or municipal election, or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.
- (b) Employees shall be entitled up to one month leave of absence without pay in order to work in an election campaign.

#### **20.7 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. Approval shall not be withheld unjustly.

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

#### **20.8 Family Illness**

In the case of illness the immediate family of an employee, as defined in Clause 20.1, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use up to 10 days for this purpose.

#### **20.9 Leave for Medical and Dental Care**

- (a) 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 the entitlement described in Clause 20.9.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.9 the necessary time including travel and treatment time up to a maximum of three days to receive medical and dental care at the nearest medical centre for the employee of their dependent family member. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

## **ARTICLE 21 - EMPLOYEE DEVELOPMENT**

### **21.1 Purpose**

(a) Both parties recognize the existence of The Native Courtworker and Counselling Association of BC training program and accept that it is the primary vehicle for the in-service education of the employees. The parties also recognize the need to provide employees with other opportunities for career development.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, and to improve the quality of service offered by the Employer.

### **21.2 Joint Committee**

The Joint Committee shall meet within 30 days of the signing of the collective agreement to review The Native Courtworker and Counselling Association of BC training program. The Committee will evaluate the content of the current program, etc., and will report to the Principals as to if and/or how the current training program can be improved.

### **21.3 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

### **21.4 Employer Required Courses**

(a) Where the Employer requires an employee to take training or refresher courses, the employee shall be granted leave with pay to attend the course.

(b) The Employer shall bear the full expenses of the course. This shall include tuition, entrance or registration fees, laboratory fees and course required books. The Employer shall also reimburse the employee for their travelling costs, subsistence and legitimate expenses where applicable. The employee shall, upon request, be provided with a cash advance to cover the full expenses of the course.

### **21.5 Training Assistance**

(a) (1) Employees shall be reimbursed for 100% of the tuition for job-related courses.

(2) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.

(3) Termination of employment will nullify any obligation of assistance by the Employer.

(b) To qualify for reimbursement, an employee must be a permanent full-time employee upon enrolment and successfully complete the course within a mutually agreed upon time.

### **21.6 Conferences and Seminars**

The Employer recognizes the benefits of having employees attend conferences and seminars of a specialized nature in their respective fields. To this end, if prior approval is received, the Employer agrees to pay all reasonable expenses for an employee to attend a conference or seminar.

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.

### **21.7 In-service Examination**

Employees shall be permitted to write any in-service examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

### **21.8 Technical Equipment or New Methods**

Where an employee is or will be required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, 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.

### **21.9 Organization Fees**

The Employer agrees to pay the annual membership fees of one work-related organization or society which the employee joins. The Employer and the Union, upon signing this agreement, shall compile a list of mutually acceptable organizations or societies. All employees shall submit an annual report on the activities of such organizations as they may belong to.

### **21.10 Education Leave**

- (a) An employee shall be entitled to educational leave without pay for up to 12 calendar months after they have completed three full years of service with the Employer. Applications for such leave should be made to their supervisor and the Joint Subcommittee on Education and Training.
- (b) Upon return from educational leave of absence, the employee will be returned to their former position or one of equal rank.

### **21.11 Resolution of Disputes**

In the event of a dispute regarding any provision in Article 21 where mutual agreement cannot be reached, the matter shall be referred to the Joint Committee for resolution. If there is no resolution by the Joint Committee within 10 days, the matter shall be referred back to the Principals. If there is not resolution by the Principals within a further 15 days, the matter may be referred by either party to an arbitration board pursuant to Article 9 for final resolution.

## **ARTICLE 22 - MATERNITY AND PARENTAL LEAVE**

### **22.1 Maternity and Parental Leave**

An employee shall qualify for leave under this article upon completion of the probation period.

- (a) Upon written request the employee will be granted maternity and/or parental leave of absence without pay for the periods in the *Employment Standards Act* which provides for leaves of up to 78 weeks.
- (b) The period of maternity leave without pay shall be from 13 weeks before the expected date of confinement or for any period in advance of the expected date authorized by the employee's doctor.
- (c) On return from maternity, parental or adoption leave an employee shall be placed in their former position or in a position of equal rank and salary.
- (d) If an employee maintains coverage for medical, extended health, dental and group life while on maternity, parental, or adoption leave, the Employer agrees to pay the Employer's share of these premiums for the period outlined in Clause 22.1(a). If an employee fails to return to work, the Employer will be reimbursed for monies paid under this section.
- (e) An employee on maternity, parental or adoption leave shall notify the Employer four weeks prior to the expiration of the maternity, parental or adoption leave of the date when the employee shall be returning to work. If no notification is given, the employee shall be deemed to have abandoned their position.

## **22.2 Adoption Leave**

Upon request, an employee shall be granted leave of absence without pay for up to 62 weeks within 78 weeks following the adoption of a child. The employee shall have to furnish proof of adoption.

## **22.3 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of their maternity, parental, or adoption leave shall retain service credits and seniority rights accumulated prior to the maternity, parental, adoption leave and shall be credited with seniority for the period of time covered by Clause 22.1(a).
- (b) 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.

## **22.4 Extension of Leave**

Maternity, parental, or adoption leave shall be extended for health reasons where a doctor's certificate stating the expected or actual date, date of termination, reason for requested additional leave is presented. Benefits provided under Clause 22.1(d) may be continued provided the employee pays the premiums monthly in advance. Maternity, parental, or adoption leave shall be extended for up to a maximum total leave as follows:

- (a) An additional six weeks if, for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work.
- (b) An additional five weeks if the child has a physical, psychological or emotional condition requiring an additional period of parental care.

## **22.5 Sick Leave Credits**

Illness arising due to pregnancy during employment may be charged to normal sick leave credits.



## ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

### 23.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Factories Act* and *Workers Compensation Act* of BC any other applicable statute of the Province of British Columbia or Canada pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this article. The parties further agree to fully comply with the *Workers Compensation Act* regulations.

### 23.2 Occupational Health and Safety Committee

The Employer and the Union agree to establish a Lower Mainland and Regional Occupational and Health Committee. The Lower Mainland Committee shall be composed of a minimum of two representatives of the Employer and two representatives appointed by the Union. The Regional Committees shall be composed of a minimum of one representative of the Employer and one representative of the Union. The employees' representatives shall be appointed by the Union from the same office as the Managers. These committees shall meet, at regular intervals as determined by the committees. Where emergent circumstances require immediate attention either party can request a meeting to deal with the matter. Meetings shall be in accordance with the Industrial Health and Safety Regulations, 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 committees shall be sent to the Union and Employer.

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 Health and Safety Committees shall operate. Without limiting the establishment of additional terms of reference, such terms of reference shall address:

- (a) occupational health and safety courses;
- (b) unsafe work conditions;
- (c) injury pay provisions;
- (d) pollution control;
- (e) industrial first aid requirements;
- (f) working hazards;
- (g) physical fitness;
- (h) ergonomics.

### 23.3 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 their shift without deduction from accumulated sick leave.

## ARTICLE 24 - TECHNOLOGICAL CHANGE

### 24.1 Definition: "Technological Change" Means:

- (a) the introduction by an employer of a change in their work, undertaking or business, or a change in their equipment or material from that equipment or material previously used by the Employer in that work, undertaking or business; or



- (b) a change in the manner in which the Employer carries on their work, undertaking or business related to the introduction of that equipment or material.

#### **24.2 Technological Change**

Where an employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom a collective agreement applies; and
- (b) alters significantly the basis upon which a collective agreement was negotiated, either party may refer the matter to an arbitration board under the collective agreement.

#### **24.3 Arbitration**

The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce, a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board:

- (a) shall forthwith inform the Minister of its finding; and
- (b) may, then or later, make any one or more of the following orders:
  - (1) that the change be made in accordance with the terms of the collective agreement unless the change alters significantly the basis upon which the collective agreement was negotiated;
  - (2) that the Employer will not proceed with the technological change for such period, not exceeding 90 days, as the Arbitration Board considers appropriate;
  - (3) that the Employer reinstate any employee displaced by reason of the technological change;
  - (4) that the Employer pay to that employee such compensation in respect of their displacement as the Arbitration Board considers reasonable.

#### **24.4 Arbitration Binding**

An order made under this section is binding on all persons bound by the collective agreement.

- (a) The Arbitration Board may recommend that the Minister appoint a special officer to resolve the matter or, in its sole discretion, may order that the parties commence collective bargaining on a date stipulated by the Arbitration Board for the purpose of revising the provisions of the collective agreement relating to terms and conditions, or security of employment, or including new provisions relating to such matters in order to assist the parties affected by the technological change in adjusting to the effects of the technological change.
- (b) This section does not apply to a collective agreement where the Arbitration Board, under this section, has ordered the parties to commence collective bargaining.

### **ARTICLE 25 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by the agreement which would result in a reduction of the existing workforce.

## **ARTICLE 26 - HEALTH AND WELFARE**

### **26.1 Permanent Employees**

- (a) All permanent employees shall be covered by health and welfare benefits pursuant to carrier requirements.
- (b) All permanent employees who choose not to participate in the Employer Extended Health and Dental Care Plans shall be given a sum of \$87.53 per month.
- (c) Employees who wish to be enrolled in the Employer's Extended Health Care Plan (Article 26.2) and the Dental Care Plan (Article 26.3) may do so by payment of their portion of the monthly premiums through payroll deductions.

### **26.2 Basic Medical Insurance**

Employees who wish to be enrolled in Basic Medical Insurance may do so by payment of the monthly premiums through payroll deductions.

### **26.3 Extended Health Care Plan**

The Employer shall pay their portion of the premium for employees who wish to be enrolled for coverage under the Equitable Life Insurance Company of Canada, or equivalent coverage.

### **26.4 Dental Care Plan**

The Employer shall pay their portion of the premium for employees who wish to be enrolled for coverage under the Equitable Life Insurance Company of Canada, or equivalent coverage.

### **26.5 Group Life**

The Employer shall pay 100% of the premium on Group Policy of RBC Insurance, or provide equivalent coverage.

### **26.6 Entitlement**

For employees who choose to be covered, the Basic Medical Insurance, Extended Health Benefits, Group Life, Long-Term Disability Insurance and Dental Plan will be paid in accordance with the Schedule of Benefits listed in the carriers' plans, and subject to the limitation and eligibility requirements specified in the plans.

The Employer shall provide every employee with a copy of the Employee Benefit Plans.

### **26.7 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

### **26.8 Legislative Changes**

If the premium paid by the Employer for any employee benefit stipulated by this agreement is reduced as a result of any legislative or other action by the government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties.

### **26.9 Employee Assistance Plan**

The Employer shall provide a province-wide Employee Assistance Program for employees.

## **26.10 Cessation of Benefits**

The Employer may cancel the benefit coverage of an employee on extended sick leave or disability pursuant to carrier requirements.

However, the Employer may continue an employee on benefits pursuant to carrier requirements provided the employee pays the monthly premiums in advance.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Equal Pay**

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

### **27.2 Paydays**

- (a) Employees shall be paid biweekly with paydays being every second Friday.
- (b) Where a payday falls on an employee's rest day, the Employer agrees to issue the employee's paycheque on the last shift worked prior to the payday, provided the cheque is available.

### **27.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement, subject to Clause 27.6. The rates of pay negotiated by the parties to this agreement are recorded in Appendix 1.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

### **27.4 Substitution Pay**

When an employee temporarily substitutes in or performs the principal duties of a higher paying position, they shall receive the rate for the job.

### **27.5 Pay on Temporary Assignment**

A regular 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.

### **27.6 Reclassification of Position**

- (a) An employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee.
- (b) If an employee's position classification is changed to one with a lower maximum salary through no fault of their own, they shall receive 50% of the negotiated salary increase applicable to the employee's new classification.

### **27.7 Mileage Allowance**

- (a) 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.

(b) The mileage allowance rates shall be the maximum rates as specified in the Public Service Agreement between the government of BC and the BCGEU; the maximum rate shall be paid for every kilometre travelled and regardless of vehicle weight. All rates will be increased effective the date of any increase subsequently negotiated by the government of BC and the BCGEU under the Public Service Agreement.

(c) The Employer will pay a premium vehicle allowance of three cents extra per kilometre when the employee is required to travel on non-paved roads.

#### **27.8 Vehicle Insurance**

The Employer agrees to pay the deductible portion of insurance for any claim arising out of an accident which occurs while an employee is required to use their own vehicle in the performance of their duties.

The Employer further agrees to provide through ICBC a blanket coverage of a least \$1,000,000 liability insurance for all employees required to use their vehicles in the performance of their duties.

#### **27.9 Meal Allowance**

Employees on travel status shall be entitled to meal allowance. Meal allowances shall be paid according to current BC provincial government rates.

#### **27.10 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. Any employee who lives more than 10 kilometres from the worksite and 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.

#### **27.11 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their skills and qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

#### **27.12 Relocation Expenses**

Employees who have to move from one geographic location to another after winning a competition shall be entitled to reasonable costs of relocation expense, in accordance with Appendix 2. This provision shall be limited to once per year with pay.

#### **27.13 Salary Rate Upon Employment**

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

#### **27.14 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.

**27.15 Expenses within Geographic Location**

Entertainment and hospitality are allowed under special circumstances during working hours with the prior approval of the Administrator to an amount of \$50 per occasion. Such a claim shall be permitted within the employee's geographic location.

**27.16 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 \$40 per day.

**27.17 Retirement Allowance**

Upon retirement from service, an employee who has completed 20 years of continuous service is entitled to an amount to be paid equal to their salary for one month, and, for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of their monthly salary. Length of service credited in Article 11 shall also be credited for payment pursuant to this article.

**27.18 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one three minute telephone call home, within British Columbia, for every three nights away.

**27.19 Child Care Expenses Outside of Their Regular Workday**

- (a) Should an employee be required to be away from their home on the Employer's business outside of their regular workday, the Employer agrees to pay the costs of receipted child care expenses for children age 14 or younger for the period over and above their regular workday where such expenses are incurred and no one else is in the home to care for the child.
- (b) Employees covered by Article 27.12(a) shall have a daily limit \$40 and an annual limit of \$800 per employee.
- (c) Employees who have dependants older than 14 years of age may, under special circumstances, where constant care if required, apply to the Employer for consideration under this article.

**27.20 Trainer Premium**

- (a) An employee designated by the Employer to be a trainer shall be paid a premium of \$25 for each hour designated.

**ARTICLE 28 - JOB CLASSIFICATION****28.1 Job Descriptions**

- (a) The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. The descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objections within 30 days. Where written

objections have been presented, the Employer will meet with the Union to discuss the objections prior to the job description being recognized.

- (b) The recognized job description shall form the basic factor in performance appraisal.

## **28.2 New Classifications**

When a new or substantially altered classification covered within the bargaining unit is introduced, the Employer may implement the classification and attach a salary. The rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the new or substantially altered classification within 10 days of their first meeting or such other period as agreed to by the parties, the Union may then refer the matter to arbitration. The new rate of pay shall be effective from the date of implementation or the date agreed to by the parties.

## **ARTICLE 29 - JOINT COMMITTEE**

### **29.1 Establishment of a Joint Committee**

There shall be established a joint committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this committee shall be two union representatives and two employer representatives, and the maximum size shall be four union representatives and four employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees. Employees appointed to the Joint Committee shall be from the Employer. The union representatives shall be appointed by the union and the employer representatives shall be appointed by the Employer.

### **29.2 Responsibilities of Committee**

The Joint Committee shall mutually agree to procedure and frequency of meetings. The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions in their discussions.

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

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (b) correcting conditions causing grievances and misunderstanding;
- (c) education and training pursuant to Article 21;
- (d) occupational health and safety pursuant to Article 23.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.1 Parking**

The Employer agrees to pay parking costs on behalf of an employee required by the Employer to have their vehicle at work for use in the performance of their duties.

### **30.2 Supply and Maintenance of Equipment**

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

### **30.3 Positions Temporarily Vacant**

- (a) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence or any other reason.
- (b) In such instances, the Employer shall give employees the opportunity to substitute in higher paying positions.

### **30.4 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employee to work in an environment free from sexual harassment by their employer or agent of the Employer or by another employee and the Employer shall take such actions as are necessary to remedy specific problems.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of grievance.
- (d)
  - (1) complaints of sexual harassment may be filed through the Union, directly to the Executive Director;
  - (2) complaints of this nature shall be treated in strict confidence by both the Union and the Employer;
  - (3) the complaint will be investigated by an employer designate and a union designate;
  - (4) the Executive Director shall, not later than 20 days after the complaint is filed, give such orders as may be necessary to resolve the issue;
  - (5) where the Union is not satisfied with the Executive Director's response, the complaint will be put before an arbitrator.
- (e) An alleged offender under this clause shall be entitled:
  - (1) to be given notice of the substance of a grievance under this clause;
  - (2) to be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a result of a grievance under this clause.

### **30.5 Copies of Agreements**

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 Employer shall print sufficient copies of the agreement for distribution to employees. The Union agrees to share in the costs of printing and distribution.



A final collective agreement including all changes made will be signed by parties within three months after ratification.

- (a) The Union will submit to the Employer a draft for proofing within one month of ratification;
- (b) The Employer will submit to the Union all its amendments to the draft within one month of receiving the draft from the Union.
- (c) Only two originally signed agreements will be provided - one for the Union's File Registry and one for the Employer.

### **30.6 Corporate Reorganization or Transfer of Employees Out of the Bargaining Unit**

The Employer agrees that it is a policy of the Employer to endeavour to maintain the job security of its employees and for the purpose of carrying out this policy, the Employer agrees that it will consult with the Union as soon as the Employer is aware of a decision which will result in any one or more of the following:

- (a) a decentralization of the functions of the Employer; or
- (b) the transfer of employees of the Employer to any other employer; or
- (c) a significant reduction in the number of persons employed by the Employer.

## **ARTICLE 31 - TEMPORARY EMPLOYEES**

### **31.1 Rate of Pay**

Employees employed on a temporary basis shall be paid the same rate as a continuous employee except for those employed under a special government contract, i.e., trainee and those subject to special funding.

### **31.2 Vacation**

Temporary employees shall not be entitled to accumulate vacation credits or sick leave credits, but shall be paid the equivalent of 6% of their earnings in lieu of vacation credits.

### **31.3 Appointment**

A temporary employee shall receive a letter of appointment clearly stating the employment status, rate of pay and expected duration of employment.

### **31.4 Layoff and Recall**

Temporary employees shall not have the benefit of layoff and recall provisions of the collective agreement. These employees shall be employed for their period specified in their letter of appointment.

### **31.5 Temporary Replacement for Long-Term Leaves**

- (a) Positions vacant due to long-term leaves other than maternity/parental leaves shall be posted as temporary vacancies after six months of absence.
- (b) Employees with satisfactory evaluations in a temporary position for one year will be considered to have completed probation.
- (c) An employee medically able to return to work after long-term disability leave shall have the right to bump back into their own position, subject to seniority.
- (d) Where an employee is off on long-term disability benefits, a temporary posting may continue to a date of 18 months from that employee's last day worked. If the 18 months as noted above is reached

and the employee is still off on long-term disability benefits, the position will be posted as a regular position.

- (e) Accepting a temporary vacancy does not change the status of an employee.

### **31.6 Seniority**

Temporary employees who successfully apply for the position and successfully complete probation without a break in service shall have seniority backdated to their original date of appointment to the position.

## **ARTICLE 32 - TERM OF AGREEMENT**

### **32.1 Duration**

This agreement shall be binding and remain in effect to midnight, March 31, 2021.

### **32.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2020, but in any event not later than midnight, December 31, 2020.
- (b) Where no notice is given by either party prior to January 31, 2021, both parties shall be deemed to have been given notice under this article on January 31, 2021, and thereupon Clause 32.3 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.

### **32.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 32.2, the parties shall, within 10 days after the notice was given, commence collective bargaining.

### **32.4 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.

### **32.5 Agreement to Continue in Force**

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

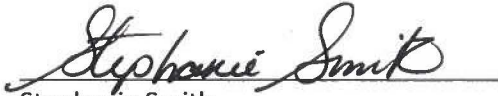
### **32.6 Effective Date of Agreement**

The provisions of this agreement, except as otherwise specified, shall come into force and effect on the date of signing.

### **32.7 Notices**

All notices not specifically referred to in this agreement will be deemed to be properly served if delivered by registered mail to the President of the Union, in respect of the Union and to the Executive Director of the Association.

SIGNED ON BEHALF OF  
THE UNION:



Stephanie Smith  
President



Rae-Anne Sasakamoose  
Bargaining Committee Member



Desiree ~~Harris~~ THOMAS.  
Bargaining Committee Member



Trish Pantell  
Bargaining Committee Member



Kim Shelley  
Staff Representative

SIGNED ON BEHALF OF  
THE EMPLOYER:



Hugh Braker  
President



Darlene Shackelly  
Executive Director

Dated this 16 day of March, 2020

**APPENDIX 1**  
**Annual Rates of Pay**

Classification	Level	April 1, 2018	April 1, 2019 - 2%	April 1, 2020 - 2%*
Native Courtworker	<i>After 1 year</i>	45,132.46	46,035.11	46,955.81
	<i>After 2 years</i>	47,304.50	48,250.59	49,215.60
	<i>After 3 years</i>	49,937.88	50,936.64	51,955.37
	<i>After 4 years</i>	52,552.02	53,603.06	54,675.12
Alcohol & Drug Counsellor 1*	<i>Start</i>	39,437.22	42,054.40	42,895.48
	<i>After 1 year</i>	41,229.80	43,882.87	44,760.53
	<i>After 2 years</i>	43,022.42	45,711.31	46,625.54
	<i>After 3 years</i>	44,815.01	47,539.76	48,490.56
	<i>After 4 years</i>	46,607.61	49,441.35	50,430.18
Alcohol & Drug Counsellor 2*	<i>Start</i>	39,437.22	40,225.96	41,030.48
	<i>After 1 year</i>	41,229.80	42,054.40	42,895.48
	<i>After 2 years</i>	43,022.42	43,882.87	44,760.53
	<i>After 3 years</i>	44,815.01	45,711.31	46,625.54
	<i>After 4 years</i>	46,607.61	47,539.76	48,490.56
Native Youth & Family Advocate	<i>Start</i>	39,503.37	40,293.44	41,099.31
	<i>After 1 year</i>	41,676.05	42,509.57	43,359.76
	<i>After 2 years</i>	43,968.23	44,847.59	45,744.55
	<i>After 3 years</i>	46,386.48	47,314.21	48,260.49
	<i>After 4 years</i>	48,937.75	49,916.51	50,914.84
Aboriginal Detox Support Worker*	<i>Start</i>	36,349.70	38,741.06	39,515.88
	<i>After 1 year</i>	37,981.43	40,405.42	41,213.53
	<i>After 2 years</i>	39,613.16	42,069.79	42,911.18
	<i>After 3 years</i>	41,244.89	43,734.15	44,608.84
	<i>After 4 years</i>	42,876.62	45,483.52	46,393.19
Aboriginal Case Worker	<i>After 1 year</i>	51,744.70	52,779.59	53,835.19
	<i>After 2 years</i>	54,262.75	55,348.01	56,454.97
	<i>After 3 years</i>	57,296.60	58,442.53	59,611.38
	<i>After 4 years</i>	60,298.34	61,504.31	62,734.39
Aboriginal Resource Worker*	<i>Start</i>	43,607.46	-	-
	<i>After 1 year</i>	45,351.75	-	-
	<i>After 2 years</i>	46,712.30	-	-
	<i>After 3 years</i>	48,113.66	-	-
	<i>After 4 years</i>	49,505.95	-	-
Aboriginal Youth Support Worker*	<i>Level 1</i>	51,810.78	-	-
	<i>Level 2</i>	54,401.31	-	-
	<i>Level 3</i>	57,121.38	-	-
	<i>Level 4</i>	59,977.45	-	-
Aboriginal Family Preservation Worker*	<i>Level 1</i>	59,990.19	61,189.99	62,413.79
	<i>Level 2</i>	62,989.70	64,249.49	65,534.48
	<i>Level 3</i>	66,139.19	67,461.97	68,811.21
	<i>Level 4</i>	69,446.15	70,835.07	72,251.77

Classification	Level	April 1, 2018	April 1, 2019 - 2%	April 1, 2020 - 2%*
Aboriginal Youth & Family Support Worker*	Level 1	59,990.19	-	-
	Level 2	62,989.70	-	-
	Level 3	66,139.19	-	-

- Alcohol and Drug Counsellor 1 - Vancouver - new grid start level and new grid after 4 years level.
- Alcohol and Drug Counsellor 2 - Surrey - 2% increase only - no change to grid levels.
- Aboriginal Detox Support Worker - Vancouver - new grid start level and new grid after 4 years level.
- Aboriginal Resource Worker - contract ended March 31, 2017.
- Aboriginal Youth and Family Support Worker - contract ended March 31, 2019.
- Clinical Addictions Counsellor - contract ended September 30, 2018.
- Indigenous Youth and Family Support Worker - contract ended March 31, 2019.
- Case Management Support Worker 1 - grant funding to March 31, 2020 - set wage per grant funding.
- Case Management Support Worker 2 - contract funding to March 31, 2022 - set wage for duration of contract and no increase.
- April 1, 2020 - 2% increase subject to contract and increased funding.

## APPENDIX 2

### Listing of Native Courtworker Offices

Vancouver	Alcohol & Drug Counsellor	520 Richards Street, Vancouver, BC, V6B 3A2
	Detox Support Worker	
	Native Courtworker	1075-222 Main St, Vancouver, BC, V6A 2S8
	Aboriginal Case Worker	211 Gore, Vancouver, BC, V6A 0B6
Surrey	Native Courtworker	Suite 139-800 Hornby St, Vancouver, BC, V6Z 2C5
	Alcohol & Drug Counsellor	14340 57 <sup>th</sup> Ave, Surrey, BC, V3X 1B2
		10757 138 St, Surrey, BC, V3T 4K8
Chilliwack	Native Courtworker	#7 - 7201 Vedder Road, Chilliwack, BC, V2R 4G5
North Vancouver	Native Courtworker	200-23 <sup>rd</sup> St, North Vancouver, BC, V7L 4R4
Kamloops	Native Courtworker	116A-455 Columbia St, Kamloops, BC, V2C 6K4
Williams Lake	Native Courtworker	147 South 4 <sup>th</sup> Ave, Williams Lake, BC, V2G 1J8
	Case Mgmt. Support Worker	
Penticton	Native Courtworker	154 Enowkin Trail, Penticton, BC, V2A 0E1
Vernon	Native Courtworker	202-2411 Highway 6, Vernon, BC, V1T 5G4
Cranbrook	Native Courtworker	46-17 Ave South, Cranbrook, BC, V1C 5A8
Nanaimo	Native Courtworker	4-55 Front St, Nanaimo, BC, V9R 5H9
Duncan	Native Courtworker	301-238 Government Street, Duncan, BC, V9L 1A5
Victoria	Native Courtworker	248-850 Burdett Ave, Victoria, BC, V8W 1B4
Port Alberni	Native Courtworker	155-5091 Tsuma-as Drive, Port Alberni, BC, V9Y 8X9
Port Hardy	Native Courtworker	Box 998-154 Ba'as Road, Tsulquate Reserve, Port Hardy, BC
Campbell River	Native Courtworker	105B-2005 Eagle Dr., Campbell River, BC, V9H 1V8
Bella Coola	Native Courtworker	<b><u>Office Closed</u></b>
Prince George	Native Courtworker	1045-250 George St, Prince George, BC, V2L 5S2
	Native Youth & Family Advocate	304-1488 4 <sup>th</sup> Ave, Prince George, BC, V2L 4Y2
Fort St. James	Native Courtworker	204-349 Stuart Dr., Fort St. James, BC, V0J 1P0
Fort St. John	Native Courtworker	109-10142 101 <sup>st</sup> Ave, Fort St. John, BC, V1J 2B3
Terrace	Native Courtworker	260-3408 Kalum St, Terrace, BC, V8G 2N6
Mission	Aboriginal Family Preservation Worker	208A-33123 1 <sup>st</sup> Avenue, Mission, BC, V2V 7B1