

DRAFT

COLLECTIVE AGREEMENT

between the

ATIRA PROPERTY MANAGEMENT INC.

and the

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

Effective from June 1, 2019 to July 31, 2024

TABLE OF CONTENTS

DEFINITIONS..... 6

ARTICLE 1 - PREAMBLE 7

 1.1 Purpose of Agreement..... 7

 1.2 Future Legislation 7

 1.3 Conflict With Operating Policies and Regulations 7

 1.4 Human Rights Code 7

 1.5 Singular and Plural/Gender 7

 1.6 Bullying, Discrimination and Harassment 7

 1.7 Sexual Harassment 8

 1.8 Personal and Psychological Harassment..... 8

 1.9 Anti-Bullying 9

 1.10 Complaint Procedures 10

 1.11 Bullying Between Peers and Misuse of Managerial/Supervisory Authority 11

ARTICLE 2 - UNION RECOGNITION AND RIGHTS 12

 2.1 Bargaining Unit Defined..... 12

 2.2 Bargaining Agent Recognition 12

 2.3 Correspondence..... 12

 2.4 No Other Agreement 13

 2.5 No Discrimination for Union Activity 13

 2.6 Recognition and Rights of Stewards 13

 2.7 Union Meetings..... 13

 2.8 Bulletin Boards..... 13

 2.9 Union Insignia 14

 2.10 Right to Refuse to Cross Picket Lines 14

 2.11 Time Off for Union Business or Full-Time Union or Public Duties 14

ARTICLE 3 - UNION SECURITY 15

ARTICLE 4 - CHECK-OFF AND UNION DUES 15

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES..... 16

ARTICLE 6 - EMPLOYER'S RIGHTS..... 16

ARTICLE 7 - EMPLOYER/UNION RELATIONS 16

 7.1 Union and Employer Representation..... 16

 7.2 Union Representatives 16

 7.3 Technical Information..... 17

 7.4 Labour Management Committee..... 17

ARTICLE 8 - GRIEVANCES 17

 8.1 Grievance Procedure 17

 8.2 Step 1..... 18

 8.3 Time Limits to Present Initial Grievance 18

 8.4 Step 2..... 18

 8.5 Time Limit to Reply at Step 2..... 18

 8.6 Step 3..... 18

 8.7 Time Limit to Reply at Step 3..... 18

 8.8 Time Limit to Submit to Arbitration 18

8.9	Dismissal or Suspension Grievances	19
8.10	Deviation from Grievance Procedure	19
8.11	Policy Grievance.....	19
8.12	Amending Time Limits	19
8.13	Technical Objections to Grievances	19
ARTICLE 9 - ARBITRATION		19
9.1	Notification	19
9.2	Assignment of Arbitrator	20
9.3	Arbitration Procedure.....	20
9.4	Decision of the Arbitrator.....	20
9.5	Disagreement on Decision.....	20
9.6	Expenses of the Arbitrator	20
9.7	Amending Time Limits	20
9.8	Expedited Mediation	20
9.9	Expedited Arbitration	21
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....		21
10.1	Just Cause.....	21
10.2	Dismissal, Suspension or Disciplinary Grievance	22
10.3	Right to Grieve Disciplinary Action.....	22
10.4	Personnel File.....	22
10.5	Right to Have Steward Present	22
10.6	Abandonment of Position	23
ARTICLE 11 - SENIORITY.....		23
11.1	Seniority Defined	23
11.2	Seniority List.....	23
11.3	Loss of Seniority	23
11.4	Re-Employment	24
ARTICLE 12 - JOB POSTINGS		24
12.1	Job Postings and Applications	24
12.2	Selection Criteria.....	24
12.3	Application From Absent Employees	24
12.4	Temporary Appointments	24
12.5	Notice To Union	24
12.6	Notice of Successful Applicant	24
12.7	Right to Grieve	25
12.8	Probationary Period.....	25
12.9	Trial Period	25
ARTICLE 13 - LAYOFF AND RECALL.....		25
13.1	Employer Commitments.....	25
13.2	Pre-Layoff Canvass.....	26
13.3	Menu of Labour Adjustment Strategies.....	26
13.4	No Stacking of Entitlements	26
13.5	Layoff.....	26
13.6	Recall Procedure	27
13.7	Advance Notice	27
13.8	Severance Pay	27

ARTICLE 14 - HOURS OF WORK AND SCHEDULING	27
14.1 Hours of Operation	27
14.2 Hours of Work.....	27
14.3 Work Schedules	28
14.4 Meal Periods	28
14.5 Minimum Daily Pay.....	28
14.6 Days of Rest.....	28
14.7 Exchange of Shifts	28
14.8 Staff Meetings.....	28
ARTICLE 15 - SHIFTS.....	29
15.1 Definition of Shifts and Shift Premiums	29
15.2 Short Changeover Premium	29
15.3 Split Shifts.....	29
ARTICLE 16 - OVERTIME	29
16.1 Definitions	29
16.2 Overtime Compensation	30
16.3 Overtime Pay.....	30
16.4 Right to Refuse Overtime	30
16.5 Overtime for Part-Time Employees	30
16.6 Rest Interval After Overtime	30
16.7 Callout Provisions.....	30
16.8 Scheduling of Overtime	31
16.9 Compensating Time Off.....	31
ARTICLE 17 - PAID HOLIDAYS.....	31
17.1 Paid Holidays.....	31
17.2 Holiday Falling on a Day of Rest	32
17.3 Holiday Falling on a Scheduled Workday.....	32
17.4 Holiday Coinciding with a Day of Vacation	32
17.5 Holiday Coinciding with a Paid Leave.....	32
17.6 Christmas or New Year's Day Off	32
17.7 Holiday Pay for Regular Full-Time Employees	32
17.8 Scheduling of Lieu Days	32
ARTICLE 18 - VACATION ENTITLEMENT	32
18.1 Annual Vacation Entitlement	32
18.2 Vacation Pay.....	33
18.3 Vacation Scheduling.....	33
18.4 Approved Leave of Absence with Pay During Vacation	34
18.5 Callback on Vacation.....	34
18.6 Prime Time Vacation Period	34
18.7 Vacation Credits Upon Death	34
18.8 Termination of Employment	34
18.9 Vacation Carryover	34
ARTICLE 19 - SICK LEAVE.....	34
19.1 Sick Leave	34
19.2 Medical Confirmation	35
19.3 Employee to Inform the Employer	35

19.4	Medical and Dental Appointments	35
19.5	Workers' Compensation Benefit	35
ARTICLE 20 - SPECIAL AND OTHER LEAVE		35
20.1	Bereavement Leave	35
20.2	Special Leave	36
20.3	Jury Duty	36
20.4	Family Responsibility Leave	37
20.5	Compassionate Care Leave	37
20.6	Cultural Leave	37
20.7	General Leave	37
20.8	Benefits on Leave of Absence	37
20.9	Full-Time Public Duties	37
20.10	Elections	38
20.11	Mandatory Training	38
20.12	Staff Development	38
20.13	Leave Carryover	38
ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE		38
21.1	Maternity Leave	38
21.2	Parental Leave	38
21.3	Extension of Leaves	39
21.4	Rights on Re-Employment	39
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY		39
22.1	Statutory Compliance	39
22.2	Occupational Health and Safety Committees	40
22.3	Aggressive Behaviour	40
22.4	Communicable Disease and Parasitic Infestation	40
22.5	Video Display Terminals	41
22.6	Transportation of Accident Victims	41
22.7	Unsafe Work Conditions	41
22.8	Injury Pay Provision	42
22.9	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances	42
22.10	Training	42
22.11	Check-in	42
22.12	Tenant Information	42
22.13	Protective Clothing and Equipment	43
ARTICLE 23 - HEALTH AND WELFARE		43
23.1	Basic Medical Insurance	43
23.2	Extended Health, Dental and Group Life Benefits	43
23.3	Long-Term Disability Benefits	43
23.4	Registered Pension Plan	43
23.5	Employee and Family Assistance Program	44
23.6	Health and Welfare Benefit Plans	44
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES		44
24.1	Equal Pay	44
24.2	Paydays	44
24.3	Rates of Pay	44

24.4	Rate of Pay on Reclassification or Promotion.....	45
24.5	Substitution Pay.....	45
24.6	Salary Protection.....	45
ARTICLE 25 - CONTRACTING OUT		45
ARTICLE 26 - GENERAL CONDITIONS		45
26.1	Copies of Agreements.....	45
26.2	Job Sharing.....	45
26.3	Personal Duties	45
26.4	Indemnity.....	46
ARTICLE 27 - RELIEF EMPLOYEES		46
27.1	Employment Status.....	46
27.2	Seniority	46
27.3	Leaves of Absence.....	46
27.4	Paid Holidays for Relief Employees	47
27.5	Vacation for Relief Employees.....	47
27.6	Application of Agreement to Relief Employees.....	47
27.7	Relief Call-in Process	47
27.8	27.8 Relief Availability	48
ARTICLE 28 - TERM OF AGREEMENT.....		49
28.1	Duration	49
28.2	Notice to Bargain	49
28.3	Commencement of Bargaining.....	49
28.4	Change in Agreement.....	49
28.5	Agreement to Continue in Force.....	49
28.6	Effective Date of Agreement	49
APPENDIX A - Wage Rates.....		51
LETTER OF UNDERSTANDING #1		52

DEFINITIONS

For the purpose of this agreement:

"*Child*" means a child of the employee, a child of a spouse and shall include a ward of the Director of Child Protection.

"*Common-law spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they had been living common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.

"*Day*" means a calendar day unless otherwise specified.

"*Day of rest*" means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position.

"*Employee*" means a member of the bargaining unit and includes:

"*Regular employee*" meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;

"*Relief employee*" means an employee who is employed for work which is not of a continuous nature such as seasonal positions, positions created to carry out special projects, temporary positions created to cover employees on vacation, sick leave, compassionate leave or other absence.

"*Employer*" means Atira Property Management Inc.

"*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization.

"*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.

"*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.

"*Rest period*" means a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

"*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.

"*Spouse*" means an employee's husband, wife or common-law spouse.

"*Suitability*" means an employee's existing relationship with tenants and/or other staff.

"*Termination*" means the separation of an employee from their employment for cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 Seniority or Article 27 Casual Employees.

"*Transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.

"*Union*" means the B.C. Government and Service Employees' Union.

"*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to set forth terms and conditions of employment affecting employees covered by the agreement.
- (b) The agreement establishes processes to assist the parties in maintaining a co-operative and respectful working relationship and to resolve disagreements in an orderly fashion.

1.2 Future Legislation

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

1.3 Conflict With Operating Policies and Regulations

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

1.4 Human Rights Code

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

1.5 Singular and Plural/Gender

In this agreement, gender-neutral language will be used referencing they, them or their as a singular. Whenever the singular is used in this agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.6 Bullying, Discrimination and Harassment

- (a) The Employer and the Union recognize that the workplace and environment support housing and employment of many peoples who behave in expected unconventional ways, due to a variety of factors including addiction and mental health issues, chronic poverty and systemic oppression. Conflict arises as a direct response to the issues that the organization works to address and overcome. Therefore, through direct interaction with the community they support, staff will experience exposure to such behaviour with tenants and visitors to the programs in an ongoing basis.
- (b) The Employer and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.
- (c) Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. The Employer and the Union agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression, or criminal or summary conviction that is unrelated to the employment of that person.
- (d) Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is likely to cause offence or humiliation to any reasonable person.

(e) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

(f) Any employee who feels that they are subject to discrimination or harassment may file a grievance pursuant to Article 8. Notwithstanding the process in Article 8, where appropriate, the parties may agree to use any other process available to them, including Section 87 of the *Labour Relations Code*, to resolve complaints under this clause.

(g) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Human Rights Tribunal or through the grievance procedure.

1.7 Sexual Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment by other employees. An employee allegedly being harassed shall register the complaint as per Clause 1.9. The Employer shall deal with the complaint with confidentiality.

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

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

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

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

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

(f) The parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.

1.8 Personal and Psychological Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment by other employees. The Employer shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.

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

- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
- (3) is seriously inappropriate and serves no legitimate work-related purpose.

1.9 Anti-Bullying

(a) The Employer and Union supports the rights of all people to work in an environment free from bullying by other employees. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

(b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:

- (1) Intimidates, shows hostility, threatens and offends others;
- (2) Interferes with a worker's performance;
- (3) Otherwise adversely affects others.

(c) Bullying conduct includes, but is not limited to:

- Name calling;
- Humiliation;
- Spreading rumours and gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;
- Making racial or ethnic slurs;
- Ignoring people;
- Sarcastic jokes;
- Invading one's personal space;
- Giving limited information, then blaming;
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Inappropriate or unprofessional logbook entries;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up the individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);

- Criticizing a person persistently or constantly;
- Belittling a person's opinions;
- Blocking applications for training, leave or promotion;
- Tampering with a person's personal belongings or work equipment.

1.10 Complaint Procedures

In the case of a complaint of either harassment or bullying, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to the Manager of Human Resources or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Employer and the Union.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (h) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the Manager of Human Resources or designate in writing within 14 days of receipt of the complaint. The Manager of Human Resources or designate shall within 14 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised by the Manager of Human Resources or designate's resolution.
- (d) Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.
- (e) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (f) Pending determination of the complaint, the Manager of Human Resources or designate may take interim measures to separate the employees concerned if deemed necessary.
- (g) In cases where harassment or bullying complaints may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Manager of Human Resources or designate's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of harassment and/or bullying. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

(j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, such action shall only be for just cause and may be grieved pursuant to Article 8.

(k) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*. A complaint of harassment or bullying shall not form the basis of a grievance.

(l) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

1.11 Bullying Between Peers and Misuse of Managerial/Supervisory Authority

The parties recognize the right of the employees to work in an environment free from bullying and misuse of managerial/supervisory authority. The parties agree there is a need to take responsible action to prevent bullying and misuse of managerial/supervisory authority and whenever they become aware of such behaviour, put a stop to it.

For the purpose of this clause, "*bullying between peers*" refers to:

- Vexatious behaviour by a person with no managerial or supervisory authority over the complainant, including but not limited to repeated hostile conduct, comments, actions, or gestures, that affects an employee's dignity and that results in a harmful work environment.
- A single incident by a person with no managerial or supervisory authority over the complainant that has a lasting harmful effect on the complainant.

For the purpose of this article, misuse of managerial/supervisor authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority does not include the good faith exercise of the Employer's managerial/supervisory rights and responsibilities, nor does it include a single incident of a minor nature where the harm, by any objective standard, is minimal.

This clause is not intended to supplant or replace the procedures at Clause 1.6, 1.7, 1.8, 1.9 and 1.10 of the agreement for dealing with complaints alleging discrimination under the *Human Rights Code* or sexual harassment.

Where the allegation is based on a matter for which another dispute resolution mechanism exists, then this process shall not be utilized.

If an employee does not present a complaint within the prescribed time limits, or if the President of the Union or their designate does not present a complaint to the next higher level within the prescribed time limits, the complaint will be deemed to have been abandoned.

Process for Review and Investigation

An employee may approach their supervisor, or the first level of excluded manager not involved in the complaint, for assistance in resolving the issue informally within 30 days of the alleged occurrence. The employee is encouraged to seek union support.

If the supervisor or first level of excluded manager fails to resolve the issue to the satisfaction of the employee within 15 days of notification, the employee may make a written complaint to the supervisor or first level of excluded manager.

The written complaint must be filed within 45 days of the alleged occurrence. This complaint will be provided to the respondent, and will include the following information:

- The name(s) of the people involved;
- The specific actions alleged to constitute bullying between peers or misuse of managerial/supervisory authority;
- The dates of these specific actions;
- Names of witnesses;
- An explanation of why the actions complained of constitute bullying between peers or misuse of managerial/supervisory authority;
- An outline of the steps which have been taken to resolve the matter;
- The remedy sought.

The supervisor/manager will review the written complaint and determine next steps which will be communicated to the employee within 14 days. During this period, the supervisor/manager may take steps to informally resolve the complaint (i.e. Conflict Management Training), During the 14 day review, and where appropriate, the supervisor/manager may refer the matter for investigation which will be completed without unreasonable delay and the findings of the investigation and the Employer's response will be reported to the complainant and respondent. The Employer agrees to provide regular updates to the Union at least every 30 days.

Conclusion

If the response is not acceptable to the complainant or respondent, they may refer the matter to arbitration outlined in Article 8.8.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall include all employees included in the certification dated October 21, 2010, except those excluded by mutual agreement of the parties or by the BC Labour Relations Board.

Specifically, the bargaining unit includes the support worker, building service worker and front desk worker classifications named in Appendix A - Wage Rates of this agreement.

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 BC Labour Relations Board on October 21, 2010, applies.

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any article in this agreement, as it applies to that employee 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 oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards taking into account both operations and geographic considerations. The Union agrees to provide the Employer with a list of no less than five employees designated as stewards.

(b) A steward, or the alternate, shall request permission of their immediate supervisor before leaving work to perform duties as a steward. Approved leave for this purpose shall be with pay. On resuming normal duties, the steward shall notify the supervisor. The steward shall also document their leave and return times in the workplace logbook. The steward shall make every effort to complete duties in as short a time as possible and shall not exceed 30 minutes in a shift. Steward duties shall not interrupt the normal operations of the workplace or disrupt employees from their responsibilities without permission from the Employer.

(c) The duties of the stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request of the Employer.

(d) Meetings involving the presence of Human Resources and/or management shall, where possible, be scheduled outside of work hours. When the meeting is requested by the Employer, attendance at such meetings shall be with pay.

2.7 Union Meetings

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

2.8 Bulletin Boards

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

2.9 Union Insignia

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

2.10 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a picket line. Any employee failing to report for duty shall be considered to be absent without pay. 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.

2.11 Time Off for Union Business or Full-Time Union or Public Duties

(a) Subject to operational requirements and with reasonable advance notice, leave of absence without pay and with 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) to an elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) to any employee required to attend a hearing and who is scheduled to work a night shift prior to the hearing at the employee's request;
- (6) For up to three employees who are representatives of the Union on the Bargaining Committee to conduct negotiations with the Employer;
- (7) For employees elected to a full-time position with the Union for a period of one year;
- (8) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (9) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(b) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

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

(c) Leave of absence with pay and with seniority will be granted:

- (1) to stewards, or their alternates, to perform their duties pursuant to Clause 2.6;
- (2) to employees appointed by the Union as union representatives to attend Labour Management Committee meetings during their working hours;

- (3) to employees appointed by the Union as union representatives to attend meetings of the Joint Safety and Health Committee.
- (d) To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time. Leaves granted under this clause shall include sufficient travel time.
- (e) The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. 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 the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union and maintain such membership, upon completion of 30 days as an employee.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 4 - CHECK-OFF AND UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each pay period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days following 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.
- (e) Before the Employer is obliged to deduct any amount under (a) and (b) above, the Union must advise the Employer in writing of the amount of the deductions. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer from the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall include the amount of deductions paid to the Union by the employee in the employee's T4 slip for income tax purposes.

- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages the amount of the regular dues payable to the Union by a member of the Union.
- (i) The Employer will provide to the Union, on a quarterly basis, a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.
- (b) 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. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 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 Union and Employer Representation

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

7.2 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to the President of the Union or designate, when dealing or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The President of the Union or designate shall provide reasonable notice in writing to the Employer or their designate in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit. Such visits shall not interfere with the Employer's operations.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an available confidential location.

7.3 Technical Information

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

7.4 Labour Management Committee

- (a) The parties agree to establish a Labour Management Committee composed of three union representatives appointed by the Union and three representatives of the Employer, unless otherwise agreed between the Union and the Employer. There shall be an equal number of union and employer representatives. The Committee may call upon additional persons for technical information or advice.
- (b) The Committee shall meet at least four times per year or at the call of either party at a mutually agreeable time and place. Every effort will be made to schedule meetings within regular business office hours.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union, its members or the Employer to any decisions reached in its discussions.
- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this agreement.
- (f) Minutes of the committee meetings shall be recorded by the alternating Chair and distributed to committee members and the President of the Union or designate.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Where the aggrieved employee is a steward, 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.
- (d) Employee initiated grievances shall be dealt with without stoppage of work.

8.2 Step 1

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

8.3 Time Limits to Present Initial Grievance

An employee may initiate the written grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.4, not 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;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

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

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

8.5 Time Limit to Reply at Step 2

- (a) Within 15 days of receiving the grievance at Step 2, the union steward and the employer designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The employer designate shall reply in writing to an employee's grievance within 15 days of the above noted meeting with the union steward or, if the meeting is waived, within 15 days of the date the parties agree to waive the meeting.

8.6 Step 3

The President of the Union or designate may present a grievance at Step 3, or meet with the representative designated by the Employer to discuss a grievance and the proposed remedy at Step 3:

- (a) within 30 days after the Step 2 decision has been conveyed to them by the Employer; or
- (b) within 30 days after the Employer's reply at Step 2 was due.

8.7 Time Limit to Reply at Step 3

The Employer will respond in writing to the Union within 30 days of receipt of the grievance at Step 3.

8.8 Time Limit to Submit to Arbitration

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

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

8.9 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration within 21 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 21 days of the employee receiving such notice.

8.10 Deviation from Grievance Procedure

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

8.11 Policy Grievance

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

8.12 Amending Time Limits

The time limits in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.13 Technical Objections to Grievances

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

9.2 Assignment of Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, the parties shall assign an arbitrator by mutual agreement and set a date for the hearing.
- (b) If the parties cannot agree to an arbitrator within seven days, either party may apply to the BC Labour Relations Board for the appointment of the Arbitrator.

9.3 Arbitration Procedure

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

9.4 Decision of the Arbitrator

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

9.5 Disagreement on Decision

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

9.6 Expenses of the Arbitrator

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

9.7 Amending Time Limits

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

9.8 Expedited Mediation

- (a) Any disputes agreed by both parties to be suitable for mediation where the first attempt to resolve the matter will be through the mediation process. If successful, the dispute will be considered resolved. Where mediation is not successful, the hearing will proceed as ordered and the decision shall be rendered as per Article 9.9.
- (b) The BC Labour Relations Board Mediation services will be used as the primary Mediator/Arbitrator and the disputes suitable for mediation shall be grouped by the parties and the mediation shall be scheduled to be heard on the Mediator/Arbitrator's next available date.
- (c) The process is intended to be informal and therefore outside legal counsel will not be used.
- (d) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (e) The parties agree to make limited use of authorities during their presentations.
- (f) The parties will prepare a joint book of documents and joint statement of facts. The use of this is not intended to preclude either party from relying on other relevant documents.

- (g) The joint book of documents and the joint statement of facts and any other documents in dispute, will be forwarded to the Mediator/Arbitrator at least one week prior to the hearing.
- (h) The oral evidence will be limited to a single witness each unless otherwise prior agreement of the other side is obtained or the additional testimony has been ordered by the Mediator/Arbitrator.
- (i) The Mediator/Arbitrator shall hear the grievances and shall render a decision within five working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (j) All decisions of the Mediator/Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (k) All settlements of mediation cases shall be without prejudice.

9.9 Expedited Arbitration

- (a) Any grievances agreed by both parties to be suitable for expedited arbitration shall be scheduled to be heard on the Arbitrator's next available date.
- (b) The parties shall make every effort to make use of an agreed statement of facts.
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (d) The parties agree to make limited use of authorities during their presentations.
- (e) The Arbitrator shall hear the grievances and shall render a decision within five working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (f) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the grievance.
- (g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (j) It is not the intention of either party to appeal a decision of an expedited arbitration.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Just Cause

- (a) The Employer shall have the right to dismiss or discipline an employee for just cause.
- (b) In all cases of dismissal and discipline the burden of proof shall rest with the Employer.
- (c) Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.

10.2 Dismissal, Suspension or Disciplinary Grievance

All dismissals, suspensions and other discipline will be subject to the grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or designate within five days of the action being taken.

10.3 Right to Grieve Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures of a disciplinary nature;
- (2) letters of reprimand;
- (3) letters of suspension;
- (4) adverse reports of a disciplinary nature.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Any such document, other than formal employee evaluations, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

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

10.4 Personnel File

(a) With reasonable written notice given to the Employer, an employee shall be entitled to review their personnel file in the Human Resources Office of the Employer. Access to the file shall be no later than 10 days after the notice is given. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.

(b) A representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file in the Human Resources Office of the Employer in order to facilitate the investigation of a grievance. The union representative shall give the Employer adequate written notice prior to having access to such file. Access to the file shall be no later than 10 calendar days after the notice is given. Copies may be made of any document in the file, but no documents may be permanently removed from the file at this time.

(c) The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application of this agreement.

10.5 Right to Have Steward Present

(a) Where the Employer intends to interview an employee for disciplinary purposes, the Employer must notify the employee in advance of the purpose of the interview and of the employee's right to have a steward present, in order that the employee can exercise their right to contact their steward, providing that this does not result in an undue delay. In such an event, a steward from the worksite is not available, the employee may contact the area office for a list of available stewards.

(b) Where the Employer intends to interview a steward for disciplinary purposes, the steward shall have the right to consult with a union staff representative and to have another steward or alternate present.

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

10.6 Abandonment of Position

An employee who fails to report for duty for three consecutive workdays or three consecutive scheduled relief shifts 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 having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

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

(b) Straight-time paid hours shall include:

- (1) paid holidays;
- (2) paid vacation;
- (3) leave during which time an employee is in receipt of wage-loss benefits under the *Workers Compensation Act*;
- (4) paid sick leave;
- (5) any absence covered by medical Employment Insurance, including any waiting period;
- (6) union leave pursuant to Clause 2.11;
- (7) maternity, parental and adoption leave;
- (8) other approved paid leaves of absence.

11.2 Seniority List

A current service seniority list for employees will be provided by the Employer to the Union biannually in June and December, including name, classification, date of hire and seniority hours.

11.3 Loss of Seniority

An employee shall lose their seniority in the event that:

- (a) the employee is discharged for just cause;
- (b) they voluntarily terminate their employment, and such resignation is received in writing;
- (c) the employee abandons their position;
- (d) the employee is on layoff for more than one year;
- (e) the employee fails to return to work within seven days of recall after being notified by mail at the last address known to the Employer. Employees who are required to give two weeks' notice to another employer shall be deemed to be in compliance with the seven-day provision;

- (f) they fail to report for work upon termination of an authorized leave of absence unless they can give an acceptable reason to the Employer for the absence.

11.4 Re-Employment

A regular employee who voluntarily resigns their employment and within 60 days is re-hired as a regular employee shall retain their former seniority and years of service, effective the date of re-employment.

ARTICLE 12 - JOB POSTINGS

12.1 Job Postings and Applications

- (a) When a vacancy occurs or a new job is created within the bargaining unit, the vacancy or new job shall be posted within 14 days of the Employer becoming aware of the vacancy or creation of new job. The vacancy or new job shall be posted for a minimum of seven days, in a manner which gives all employees access to such information. Qualified internal candidates shall be considered and interviewed prior to external candidates.
- (b) All postings shall include the following information: name of position/classification, the wage rate for the position a summary of the job duties, the required qualifications, the hours of work, including start and stop times and days off, and the work area.
- (c) If no qualified internal candidate is identified through the posting process the Employer may fill the position with an external candidate, subject to the grievance procedure.

12.2 Selection Criteria

In the filling of bargaining unit positions, the Employer shall consider work experience, suitability and qualifications. Where such factors are considered relatively equal, seniority will be the deciding factor.

12.3 Application From Absent Employees

The Employer shall consider applications from those employees, who are absent from their normal places of employment because of an approved leave and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

12.4 Temporary Appointments

Where operational requirements make it necessary, the Employer may make temporary appointments to vacant positions pending the posting procedure and consideration of internal candidates pursuant to Clause 12.1 above. Temporary appointments shall be limited to three months duration. The Employer will provide a temporary appointment letter to the employee for the period of time the employee will be acting in the role. An appointment may be extended by mutual agreement between the parties.

12.5 Notice To Union

A copy of all postings shall be sent to the President of the Union or designate at the time of posting.

12.6 Notice of Successful Applicant

- (a) The Employer shall, within three days of the appointment, inform the President of the Union or designate of the name of the successful applicant.
- (b) An unsuccessful internal applicant may request, within seven days, written reasons as to why they were not selected for the position. Such requests shall be made in writing. The Employer shall provide such reasons, in writing, within seven days.

12.7 Right to Grieve

- (a) Where an employee feels that they have been aggrieved by a decision of the Employer related to a posting, the employee may grieve the decision at Step 2 of the grievance procedure in Article 8 of this agreement within seven days of being notified of the results.
- (b) The Employer agrees to supply to the Union the names of all bargaining unit applicants for a vacancy or new position in the course of a grievance investigation.
- (c) In the cases where an aggrieved applicant is deemed unsuitable, the Employer agrees to disclose to the union staff representative the results of the selection process for all applicants, outlining reasons why each applicant was suitable or unsuitable based on the definition of this agreement.

12.8 Probationary Period

- (a) For the first three calendar months of continuous service with the Employer, an employee shall be a probationary employee.
- (b) The Employer may reject any probationary employee where such employee cannot demonstrate their suitability for the position during the probationary period. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.2 - Dismissal, Suspension, or Disciplinary Grievance, but the employee is entitled to the protection of Clause 10.5 - Right to Have Steward Present. The test for rejection on probation shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could be reasonably expected to affect work performance.
- (c) In the event the applicant proves unsatisfactory in the position during the probationary period, the Employer may extend the period up to three months, by mutual agreement between the Union and the Employer.

12.9 Trial Period

- (a) When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three calendar months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to their former position, they shall be returned to their former position and wage rate without loss of seniority.
- (b) Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage rate without loss of seniority. A temporary appointment will be used to cover the trial period, during transition. The temporary assignment will be for three months to cover the trial period and not subject to Clause 12.4 - Temporary Appointments.
- (c) The trial period may be waived by mutual agreement between the Union and the Employer.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Employer Commitments

In the event of a workforce reduction, the Employer shall provide 60 days' notice to the staff representative of the Union. Within the notice period, the parties shall meet in good faith and endeavour to develop an adjustment plan to minimize the impact to the bargaining unit.

13.2 Pre-Layoff Canvass

The Joint Labour Management Committee shall canvass employees in a targeted area or other areas over a 14-day period, or such longer time as the Committee agrees, to find volunteer solutions to minimize potential layoffs.

13.3 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the Employer at the appropriate time in the employee reduction process set out in this agreement:

- (a) Job-sharing
- (b) Reduced hours of work through partial leaves
- (c) Transfers to other areas within the bargaining unit subject to available work and provided the employee is suitable and meets qualifications, with minimal training required
- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance
- (f) Early retirement incentives
- (g) Trial retirement
- (h) Retraining
- (i) Continuation of health and welfare benefits
- (j) Combinations and variations of the above or other alternatives

13.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

13.5 Layoff

- (a) In the event of a layoff, relief employees in temporary assignments shall be laid off prior to regular employees, provided that the remaining employees are suitable, qualified and able to fill the remaining positions.
- (b) Regular employees shall be laid off by classification, in reverse order of seniority, provided the employees remaining are suitable, qualified and have the ability to properly perform the assigned duties.
- (c) An employee who is served layoff notice may:
 - (1) elect to fill a vacancy within the same classification or the next lower classification, provided the employee exercising this right is qualified to perform the work and as long as it does not result in a promotion; or
 - (2) elect to bump the least senior employee within the same classification provided the employee exercising this right is suitable and qualified to perform the work; or
 - (3) elect to bump the least senior employee within the next lower classification, provided the employee exercising this right is suitable and qualified to perform the work; or

- (4) elect to go on recall for a period of one year; or
- (5) elect to take severance as provided for in Clause 13.8.

13.6 Recall Procedure

- (a) Employees shall be recalled to available work in order of seniority provided they are suitable and qualified and are able to perform the duties. The notice of recall shall be sent by registered mail. Employees must accept recall within five days of receipt of the registered mail.
- (b) The recall period shall be 12 months.
- (c) No new employees shall be hired until those laid off in that classification have been given an opportunity of recall.
- (d) Employees on recall must provide the Employer with current contact information while on recall.

13.7 Advance Notice

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

13.8 Severance Pay

- (a) An employee who is laid off and elects severance pay shall receive severance pay at the following rate:

Service	Severance Pay
More than three months but less than one year	1 week
After one year	2 weeks' pay, plus an additional week for each subsequent completed year of service, up to a maximum of eight weeks

- (b) A week's pay is calculated by totalling the employee's wages, excluding overtime, earned in the last eight weeks in which the employee worked and dividing this amount by eight.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Hours of Operation

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

14.2 Hours of Work

- (a) The maximum daily hours of work shall be eight hours per day. The maximum weekly hours of work shall be 40 hours per week.
- (b) Regular employees may request to work additional hours to a maximum of 40 hours per week. Additional hours shall be offered on the basis of seniority, provided they are suitable to work in the classification, shift and work location.
- (c) Call-in procedures for additional hours shall be in accordance with Clause 27.7 - Casual Call-in.

14.3 Work Schedules

- (a) Where a change in the schedule is required to meet bona fide operational needs the Employer agrees to provide employees with 14 days' notice. The notice must be posted on worksite bulletin boards for the entire period of 14 calendar days.
- (b) Changes to the posted work schedule may only be made for bona fide operational requirements.
- (c) If the change to the employee's schedule is changed by the Employer with less than five days' notice, the employee shall be paid a premium of 85¢ per hour for work performed on the first shift of the revised schedule.

14.4 Meal Periods

- (a) An employee who works a minimum of five hours in a work period shall be entitled to a meal period.
- (b) Meal periods shall be scheduled as close as possible to the middle of the workday and shall be a minimum of one-half hour.
- (c) For employees who are required to stay on site and be available during the meal period, the meal period will be paid at straight-time rates.

14.5 Minimum Daily Pay

- (a) The Employer shall pay an employee a minimum of two hours pay at their regular rate of pay upon reporting to work for a scheduled shift provided that the employee is fit and able to work, and would not endanger theirs or others' health and safety.
- (b) Where the employee commences work, they shall receive a minimum of four hours' pay at their regular rate of pay provided that the employee is fit and able to work and would not endanger theirs or others' health and safety.
- (c) Employees must provide, in advance, medical documentation regarding any limitation and/or restrictions in regard to Article 14.5(a) and (b).

14.6 Days of Rest

The shift schedule shall be applied so as to guarantee each employee two consecutive days of rest unless otherwise requested by the employee and agreed to by the Employer. Any agreements made shall not result in an employee being scheduled to work with no days of rest.

14.7 Exchange of Shifts

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

14.8 Staff Meetings

- (a) All regular and relief employees required by the Employer to attend staff meetings shall be paid at straight-time for duration of the meeting.
- (b) Employees required to attend staff meetings during off-duty hours shall be paid at straight-time for the duration of the meeting or a minimum of two hours, whichever is greater.
- (c) Any employee who is required to attend staff meetings in excess of hours of work as set out in Clause 14.2 will be paid in accordance with Article 16 - Overtime.

(d) An employee who is required to attend staff meetings and fails to attend at the scheduled time will be deemed to be absent without authorization, in accordance with Article 10.6. An employee shall be afforded the opportunity to demonstrate that there were reasonable grounds for not attending the staff meeting.

ARTICLE 15 - SHIFTS

15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

- (1) *day shift* - all hours worked on any shift which starts between 7:00 a.m. and 11:59 a.m. inclusive;
- (2) *afternoon shift* - all hours worked on any shift which starts between 12:00 p.m. and 5:59 p.m. inclusive;
- (3) *graveyard shift* - all hours worked on any shift which starts between 6:00 p.m. and 6:59 a.m. inclusive.

(b) *Shift Premium*

Employees working an afternoon or graveyard shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift as follows:

- 25¢ per hour for afternoon shift
- 50¢ per hour for graveyard shift

(c) Shift premiums shall apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the graveyard shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

15.2 Short Changeover Premium

If shifts are scheduled so that there are not eight hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the eight-hour period.

15.3 Split Shifts

No employee shall be required to work a split shift.

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half of their basic hourly rate of pay for the first four hours of overtime on a scheduled workday; and
 - (2) double-time for hours worked in excess of the four hours referred to in (1) above;
 - (3) double-time for all hours worked on a day of rest, if imposed by the Employer.
- (b) The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.
- (c) Overtime rates apply after eight hours in a shift or 40 hours per week.

16.3 Overtime Pay

Overtime pay shall be paid to the employee in the pay period immediately following the pay period in which the overtime was earned.

16.4 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) When an employee is required to work overtime, the Employer shall pay for any additional dependent care and/or transportation expenses incurred by the employee as a result of working the overtime, provided the employee informs the Employer of the expenses in advance of accepting overtime. The Employer reserves the right to deny overtime if informed additional expenses will be incurred.

16.5 Overtime for Part-Time Employees

- (a) A part-time employee working less than eight hours per day, and who is requested to work longer than their regularly scheduled workdays, shall be paid at the rate of straight-time for the hours so worked, up to and including eight hours per day.
- (b) A part-time employee working less than five days or 40 hours per week, and who is requested to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to five days or 40 hours per week.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.6 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 worked and the start of their next regular shift. If eight clear hours of time off are not provided, overtime rates shall apply to those hours worked on the next regular shift up to the eight hours. Employees shall inform the Employer if the overtime will not result in eight clear hours not being provided, prior to agreeing to the overtime.

16.7 Callout Provisions

An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. The employee shall be compensated from the time they leave home to report for duty until the time they arrive back, upon proceeding directly to and from work. Any additional costs incurred as a result of being called back to work, subject to Clause 16.4(b) - Right to Refuse Overtime, shall be reimbursed by the Employer.

16.8 Scheduling of Overtime

- (a) Overtime that does not result from an emergency situation shall be allocated equitably within each worksite.
- (b) Where the Employer requires an employee to work overtime, the employee must inform the Employer if they will incur any additional costs (e.g. dependant care, transportation). The Employer will reimburse the employee for reasonable additional costs.
- (c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reason for declines. Such records shall be available for viewing by all employees.
- (d) A list of overtime worked, by classification, shall be posted monthly at each worksite.
- (e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to the Union.

16.9 Compensating Time Off

Employees may opt for compensating time off at the applicable overtime rate in lieu of overtime pay for scheduled overtime. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within three calendar months of the occurrence of the overtime. If such time off is not taken by the end of the three calendar month period, overtime at the applicable overtime rate shall be paid on the employee's next regular paycheque.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
- (b) Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments shall also be a paid holiday.
- (c) To be eligible for paid holiday pay, an employee must have been employed for 30 days prior to the statutory holiday and have worked or earned wages for 15 of the 30 days preceding the statutory holiday.
- (d) Statutory holidays will be offered to the bargaining unit employees according to the following order:
 - (1) Regular Part-Time Employees;
 - (2) Relief List Employees;
 - (3) Regular Full-Time Employees.

This also applies to Article 16.8 - Scheduling of Overtime.

17.2 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on a regular employee's day of rest, eligible employees, in accordance with 17.1(c) above, shall be entitled to a day off with pay in lieu of the holiday.
- (b) If a regular employee is called in to work on the day designated as the lieu day pursuant to (a) above, they shall be compensated at time and half for all hours worked.

17.3 Holiday Falling on a Scheduled Workday

An eligible employee in accordance with 17.1(c) above, who is required to work on a designated holiday, shall be compensated at time and one-half and shall also receive an additional day off in lieu of the holiday.

17.4 Holiday Coinciding with a Day of Vacation

Where an eligible employee, in accordance with 17.1(c) above, is on vacation leave and a day of paid holidays falls within that period, the paid holiday shall not count as a day of vacation.

17.5 Holiday Coinciding with a Paid Leave

When an eligible employee, in accordance with 17.1(c) above, is on paid leave and a paid holiday falls within that period, the employee shall receive regular pay for the paid holiday but shall not be entitled to reschedule the paid holiday.

17.6 Christmas or New Year's Day Off

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

17.7 Holiday Pay for Regular Full-Time Employees

Payment for holidays shall be made at an employee's basic pay, unless they are substituting in a higher paying classification at the time the paid holiday occurs. An employee substituting in a higher paid classification at the time the paid holiday occurs, shall be paid at the higher rate.

17.8 Scheduling of Lieu Days

- (a) Every reasonable effort will be made to schedule days off in lieu of paid holidays as additions to the employee's regular days off, except where the Employer and employee agree otherwise. The lieu day shall be scheduled on the first regularly scheduled shift following the holiday, or by mutual agreement.
- (b) Any lieu days that cannot be scheduled by mutual agreement shall be paid out.

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

- (a) "Vacation year" for the purpose of determining vacation entitlement is the calendar year.
- (b) Vacation is earned based on hours worked.

- (c) Regular employees shall be entitled to vacation in each year as follows:

Vacation Years	Workdays
First to Third	6%
Fourth to Ninth	8%
Tenth year and thereafter	10%

- (d) Regular employees will receive a bonus week of vacation in their tenth year and every five years thereafter. The bonus vacation week is based on the employee's average weekly hours.

- (e) The bonus vacation must be scheduled in the year the employee becomes eligible and cannot be carried over for more than one year after the employee's anniversary date.

- (f) Upon resignation or termination of employment, any remaining bonus vacation time is not paid out.

18.2 Vacation Pay

- (a) Vacations shall be paid at an employee's basic pay.
- (b) Once per calendar year, upon 15 working days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period.
- (c) Vacation payouts are prohibited. An employee must take vacation in order to receive their vacation pay, except pursuant to Article 18.1(f) and 18.2(b) above.

18.3 Vacation Scheduling

- (a) The scheduling and completion of vacations shall be on a calendar year basis.
- (b) Vacation requests shall be submitted by May 31st of every calendar year.
- (c) Vacations submitted by the deadline shall be granted on the basis of service seniority at each worksite and shall be granted subject to operational requirements.
- (d) An employee shall be entitled to receive their vacation in an unbroken period. If an employee decides to break their entitlement into more than one continuous vacation period, they shall be entitled to use their seniority for only one such vacation period in a calendar year.
- (e) Vacation schedules shall be approved and circulated by June 15th each year at each worksite and the completed schedule shall be posted by June 30th.
- (f) Once approved by the Employer, vacation schedules shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (g) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.
- (h) It will be the responsibility of the supervisor to post the schedule.
- (i) An employee who does not exercise their seniority rights by June 25th shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (j) Any vacation requests submitted after the vacation schedule is posted on June 30th shall be granted on a first come, first served basis.

(k) An employee who voluntarily transfers to another worksite where the vacation schedule has already been completed, will not be entitled to exercise their seniority right for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(l) An employee who is transferred at the request of the Employer shall have their vacation as originally scheduled, unless changed by mutual agreement.

18.4 Approved Leave of Absence with Pay During Vacation

(a) When an employee is qualified for approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave.

(b) In the event an employee is sick or injured prior to their vacation period, such employees may submit a written request for sick leave within seven days of their return to work. The Employer may request medical confirmation of sick days. If sick leave is approved, the vacation days so displaced shall be credited back to the employee's vacation entitlement. Such requests shall not be unreasonably denied.

18.5 Callback on Vacation

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

18.6 Prime Time Vacation Period

All employees shall be allowed to take up to three weeks of their vacation entitlement during the period May 1st to September 30th inclusive, which shall be defined as the prime time vacation period, subject to operational requirements. The Employer shall make every reasonable effort to allow employees with more than three weeks entitlement to take their complete vacation entitlement during the prime time vacation period if they so desire.

18.7 Vacation Credits Upon Death

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

18.8 Termination of Employment

The Employer shall pay the terminating employee for all vacation days owed to them at the rate of pay at which it was earned.

18.9 Vacation Carryover

Vacation time is cumulative and a maximum of one year's vacation entitlement can be carried over into the following calendar year. Vacation earned in the previous calendar year must be taken by September 30th of the following calendar year. The Employer will post a notice to employees by June 30th, if vacation entitlements have not yet been scheduled.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave

Regular employees who have completed their probationary period shall accumulate sick leave credits on the basis of 6% of all hours worked. Sick leave earned and not used shall be kept in an employee's sick leave bank. The sick leave bank shall not exceed a maximum of 30 days.

19.2 Medical Confirmation

The Employer may request a doctor's note where the employee has been absent for three consecutive days of work. Where it appears that a pattern of consistent or frequent absence from work is developing the Employer may request a doctor's note. The cost to obtain any such documents shall be at the expense of the Employer.

19.3 Employee to Inform the Employer

The employee shall make every effort to inform the Employer at least eight hours prior to the start of their shift of their inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified. For prolonged illnesses, the employee shall provide the Employer with two weeks' advance notice.

19.4 Medical and Dental Appointments

- (a) Regular employee shall provide advance notice to the Employer to attend medical and/or dental appointments during the employee's regular working hours.
- (b) Regular employees may choose to use accrued special leave or unused sick leave to attend medical and dental appointments during regular working hours. Employees must advise the Employer in advance, if they will be using such banked time to cover leave to attend medical or dental appointments.

19.5 Workers' Compensation Benefit

- (a) While an employee is in receipt of WorkSafeBC (WSBC) wage-loss benefits, eligibility for paid holidays will continue to accrue and unused vacation credits accrued in previous years shall not be lost as a result of this clause. In addition, Health and Welfare Benefits under Article 23 will continue to apply to employees who are entitled to receive WSBC wage-loss benefits.
- (b) The provisions of (a) shall also continue to apply to employees who are receiving WSBC benefits other than wage-loss benefits pursuant to Sections 29 or 30 of the *Workers Compensation Act*.
- (c) Where an employee has been granted sick leave and is subsequently approved for WSBC wage-loss benefits for the same period, WSBC shall reimburse the Employer for all monies paid as sick leave and any sick leave credits used shall be reinstated to the employee upon full repayment. If WSBC does not reimburse the Employer directly, the employee shall be responsible to reimburse the Employer upon receipt of WSBC benefits.
- (d) Employees qualifying for WSBC coverage shall be maintained on payroll records for a period of up to 24 months and shall not have their employment terminated during the compensable period. Such employees shall be considered as being on an unpaid leave in accordance with Clause 20.7 - General Leave.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) Employees shall earn leave under this clause at the rate of 2% per calendar year, based on their regularly scheduled hours.
- (b) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to five days leave upon notification, at their regular rate of pay.

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

(d) Employees may request bereavement leave for any other member of the employee's family not listed above. Such leave shall not be unreasonably denied.

(e) Leave under this clause shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave with pay is granted, any concurrent paid leave credits used shall be credited back to the appropriate leave or entitlement.

(f) Employees may request bereavement leave prior to the time the leave is earned. In such cases, where paid leave is approved and advanced, employees may not access additional leave with pay under Clause 20 until time earned has been restored. Such requests shall be not unreasonably denied.

(g) If bereavement leave requested exceeds the number of paid days earned, every effort will be made to allow an employee to use available vacation or additional bereavement leave without pay.

20.2 Special Leave

(a) Employees shall earn leave under this clause at the rate of 2% per calendar year, based on their regularly scheduled hours.

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

- (1) wedding of the employee;
- (2) attend wedding of the employee's child;
- (3) birth of the employee's child;
- (4) moving household furniture and effects;
- (5) serious household or domestic emergency;
- (6) attend their formal hearing to become a Canadian citizen;
- (7) attend funeral;
- (8) court appearance for hearing of employee's child;
- (9) child custody hearing;
- (10) date of birth for the employee; or
- (11) medical or dental appointment.

(c) One week's notice is required for leave under (a)(1), (2), (4), (6), (8), (9) and (10).

(d) For the purpose of (a)(1), (2), (4), (5), (6), (7), (8), (9), (10) and (11), leave with pay will be only for the regularly scheduled workday on which the situation occurs.

(e) For the purpose of leave under (a)(10) above, regular employees whose birthdays fall in January, February and March, may take one day of special leave in advance under this clause. Employees who take one day in advance, must earn one day of special leave in order to take any other leaves using time earned under this clause.

20.3 Jury Duty

(a) Employees, not on an unpaid leave of absence, who are required to serve as jurors or witnesses in any court, shall be granted leave of absence without pay and with benefits and seniority to a maximum of four weeks.

- (b) Employees shall be considered to have no break in service for the purposes of maintaining benefits, eligibility for paid holidays, or other employee benefits under the agreement.

20.4 Family Responsibility Leave

Employees are entitled to take up to five days paid leave earned under Clause 20.2 - Special Leave per calendar year to meet responsibilities related to the care, health and education of a child or member of an employee's family. This will include illness in the immediate family where no one at the employee's home other than the employee can provide for the care of the ill family member. Additional unpaid leave may also be granted for the same purpose.

20.5 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to twenty weeks for the purpose of providing care or support to a gravely ill family member who has a serious medical condition with a significant risk of death. Notwithstanding Clause 11.3 - Loss of Seniority, there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 23 Health and Welfare Benefits.

20.6 Cultural Leave

- (a) Employees shall be entitled to up to five days paid leave under Clause 20.2 - Special Leave per calendar year to observe or participate in traditions related to the employee's cultural background.
- (b) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request additional leave without pay. Such leave shall not be unreasonably withheld.
- (c) Employees shall provide the Employer with the dates for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

20.7 General Leave

The Employer may grant a leave of absence without pay to an employee requesting such leave in writing for up to one year. Such leave requests shall not be unreasonably denied. Employees may maintain coverage for health care plans provided in this agreement by paying the employee's and the Employer's share of the premiums for such coverage in advance of each month of the unpaid leave of absence. Employees shall not suffer loss of seniority while on such leave.

20.8 Benefits on Leave of Absence

Benefits will not be earned or accrued when an unpaid leave of absence or an accumulation of unpaid leaves of absence exceed 30 workdays in a calendar year. Time off pursuant to Clause 2.11 - Time Off for Union Business shall not be taken into consideration.

20.9 Full-Time Public Duties

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

- (a) For employees to seek election in a municipal, aboriginal community government, provincial, or federal election for a maximum period of 90 days;
- (b) For employees who become a member of the Legislative Assembly or a member of the House of Commons for a maximum period of five years.

20.10 Elections

Any employee eligible to vote in a federal, aboriginal community government, 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.

20.11 Mandatory Training

(a) Leave of absence with pay, seniority and benefits shall be granted to employees whenever the Employer requests an employee to take courses or attend conferences, conventions, seminars, workshops, symposiums or similar programs. The cost of the course and/or any related fees and reasonable expenses incurred shall be paid by the Employer.

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

20.12 Staff Development

(a) Employees interested in any training course or program for the purpose of employee development, workshops, conferences and other training opportunities may, with the Employer's approval, be entitled to one or all of the following:

(1) Unpaid leave; and

(2) The Employer may reimburse the employee for part or all of the tuition/fees associated with enrolment of the course or program; or

(3) Access to the employee loan program (HELP) for tuition.

(b) Employees must notify Human Resources in writing prior to enrolling in any training courses or programs, in order to access entitlements in (a) above.

20.13 Leave Carryover

Leave earned under this article shall not be carried over into the following calendar year and shall not be paid out upon termination of employment.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

(a) An employee is entitled to maternity leave of up to 17 consecutive weeks without pay.

(b) An employee shall notify the Employer in writing of the expected date of delivery. Such notice shall be given at least 11 weeks prior to the expected birth date or actual birth date.

(c) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins. The commencement of leave may be deferred in writing by a duly qualified medical practitioner or by mutual agreement of the Employer and employee. Agreement to such deferral will not be unreasonably withheld by the Employer.

21.2 Parental Leave

(a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

- (b) Upon application, employees will be granted parental leave as follows:
- (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave);
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child;
 - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Extension of Leaves

- (a) Extension to maternity or parental leave may be granted for up to an additional four months.
- (b) Employees must request an extension in writing at least four weeks prior to the end of their maternity or parental leave. Such requests shall not be unreasonably denied.
- (c) Employees must provide at least two weeks' notice if they choose to return early from an approved leave under this clause.
- (d) Employees shall not accrue seniority for leave taken under this clause.

21.4 Rights on Re-Employment

- (a) An employee who returns to work after the expiration of maternity or parental leave shall retain the seniority they had accumulated prior to commencing maternity or parental leave and shall be credited with seniority for the period of time covered by the maternity or parental leave upon their return to work.
- (b) On return from maternity or parental leave, or extensions to such leaves, an employee shall be placed in their former position or in a position of equal rank and basic pay.
- (c) Vacation earned shall not be lost due to commencement of maternity or parental leave under this article and may be carried over to the following calendar year.
- (d) The Employer shall continue to make payments to all Health and Welfare plans, in the same manner as if the employee were not absent, provided the employee continues to make their required contributions.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

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

22.2 Occupational Health and Safety Committees

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

22.3 Aggressive Behaviour

- (a) Due to the nature of the work environment, each worksite will have a process to address aggressive behaviour, which is specifically designed for that program.
- (b) Aggressive behaviour means the attempted or actual exercise by a person of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.
- (c) When the Employer is aware that a tenant has a history of aggressive behaviour, the Employer will make such information available to the employees.
- (d) Where employees may be at risk from aggressive behaviour, in-service training and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The Joint Occupational Health and Safety Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the *Protection of Workers from Violence in the Workplace Regulations*, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present when any such treatment or care is provided.
- (e) An internal critical incident stress debriefing session shall be made available and promoted to employees, as soon as possible after a critical workplace related incident occurs. A critical incident shall be defined as any unusual traumatic workplace incident, including situations such as suicide, violent assaults, deaths, etc. Leave to attend such a session will be with pay. Those employees attending outside of their regular work hours, shall be compensated for the actual time in attendance at straight-time.
- (f) Employees who have suffered a serious work-related traumatic incident of an unusual nature who are sent home after such an incident, shall receive payment for the remainder of the shift without deduction from sick leave.
- (g) Employees requiring long-term assistance in dealing with a critical workplace related incident will have access to the Employee and Family Assistance Program.
- (h) Employees shall hold all information gained pursuant to (c) above in the strictest of confidence.

22.4 Communicable Disease and Parasitic Infestation

- (a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease and parasitic infestation.
- (b) The Employer shall advise employees about the inherent risk of communicable disease or parasitic infection.
- (c) Employees shall hold all information gained pursuant to (b) above in the strictest of confidence.

(d) The Employer shall, in consultation with the Joint Occupational Health and Safety Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestation. The following shall be considered:

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations;
- (2) post-exposure protocols.

(e) Where a vaccination is, or may become, available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease. Where possible, this shall be at no cost to the employee.

(f) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace and is required by the Employer to leave the workplace and not report to work for their following shift, they shall be entitled to leave with pay for any scheduled shifts during this period.

(g) Time off with pay to deal with personal matters arising from exposure shall be subject to the Employer's policy. Employees may choose to use existing banked time to cover this period. The member will also have the right to choose either:

- (1) to have the Employer cover the cost of one day off with pay to deal with personal matters arising from the exposure; or
- (2) the Employer will cover the cost of treating the employees' housing unit.

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

(i) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases. Time spent by employees at these sessions shall be without loss of pay.

22.5 Video Display Terminals

The Employer shall ensure that any new office equipment or facility required for use in conjunction with video display terminals shall meet the standards recommended by WorkSafeBC.

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer's health and welfare plan.

22.7 Unsafe Work Conditions

(a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the *Occupational Health and Safety Regulations*.

(b) Any employee claiming the right to refuse such work must immediately report the unsafe situation to local management. A local management representative and a union occupational health and safety representative will investigate the situation. Should this investigation result in a disagreement as to the safety of the job, the parties shall immediately request an inspection and determination by an inspector from WorkSafeBC.

(c) An employee must not be subject to discriminatory or disciplinary action pursuant to the *Occupational Health and Safety Regulations*.

(d) No employee shall be disciplined for refusing to work when confronted by a person who in the employee's estimation poses an immediate hazard to the employee's physical safety. Employees who refuse to work under this subclause, must first exhaust all means made available to them to ensure their safety and the safety of other staff members and tenants.

22.8 Injury Pay Provision

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

22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the *Industrial Health & Safety Regulations* of the WorkSafeBC.

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

22.10 Training

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

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

22.11 Check-in

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

22.12 Tenant Information

(a) The Employer shall provide employees with the information known to the Employer, regarding a tenant that is necessary for the employees to safely carry out their duties.

(b) The Employer is obligated, under Section 4.27 of the Occupational Health and Safety Regulation, to disclose information regarding the tenant, if the information is immediately necessary for the protection of the health and/or safety of the employees. This information could include, but is not limited to:

(1) if a tenant has attempted or acted upon any physical force so as to cause injury to a worker;

(2) threatening statements or behaviour which gives a worker reasonable cause to believe that the worker is at risk of injury.

- (c) The employees agree and understand that the work sites are focused on providing housing and services for tenants who may express themselves in unconventional ways, and as such, any threatening statements or behaviour would have to be of a serious and/or repeated nature.
- (d) This disclosure would not preclude the tenant or prospective tenants from being offered housing or services within the work site.
- (e) Private information about tenants will be handled in full compliance with the *Personal Information Protection Act* of British Columbia and any applicable policy developed by the Employer.

22.13 Protective Clothing and Equipment

The Employer shall supply suitable protective clothing and equipment to employees required by the Employer to wear/use in the proper performance of their duties.

ARTICLE 23 - HEALTH AND WELFARE

23.1 Basic Medical Insurance

Regular employees with 30 or more hours weekly may choose to be covered by the British Columbia Medical Services Plan (BC MSP). Benefits and premium rates shall be in accordance with the existing policy of the BC MSP plan. The Employer will pay 100% of the regular premium for the employee and employee's family, commencing with the month-end payment following the decision of the employee to enrol and the completion and signature of all forms for this purpose.

23.2 Extended Health, Dental and Group Life Benefits

- (a) Employees with 30 or more hours weekly will be enrolled in the Extended Health Care Plan, Dental Plan, Group Life, Dependent Group Life, and Accidental Death and Dismemberment Plan following six months of employment.
- (b) The Employer shall pay 100% of the monthly premium cost of these benefit plans.
- (c) Eligible employees shall be provided with the current benefits plan booklets.

23.3 Long-Term Disability Benefits

- (a) Regular employees with 30 or more hours weekly will be enrolled in the Long-Term Disability Plan following six months of employment.
- (b) The Employee shall pay 100% of the monthly premiums.

23.4 Registered Pension Plan

- (a) Regular employees with 30 or more hours weekly will be enrolled in the Registered Pension Plan (RPP) upon completion of one year of service. Part-time employees will be optionally enrolled after two years of service.
- (b) Once a regular employee is eligible in accordance with (a) above, the Employer shall equally match the employee's contribution to the RPP as follows:

Years of Service	Employer Contribution
Less than four.....	2.0%
Four or more	3.0%

- (c) Employees may make voluntary contributions over and above the basic contributions outlined in (b) above, which are not matched by the Employer.
- (d) All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.
- (e) When the employee terminates employment with the Employer, the employee is eligible to receive the employee contributed portion of their RPP, per the Plan options.
- (f) All regular employees shall be provided with the Group RPP brochures.

23.5 Employee and Family Assistance Program

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

23.6 Health and Welfare Benefit Plans

- (a) The Employer shall maintain the current level of health and welfare benefit entitlements for the term of this agreement and shall pay the monthly premium for all eligible employees.
- (b) Employee benefit entitlements under each Plan shall be subject to the third-party carrier's adjudication process.
- (c) A copy of the following master contracts with the carriers shall be forwarded to the President of the Union or designate: the Extended Health Care Plan, Dental Plan, Group Life, Dependent Group Life, Accidental Death and Dismemberment Plan, Disability Insurance Plan, Employee and Family Assistance Program, and the Group Registered Retirement Savings Plan.
- (d) Any change to the health and welfare benefit carriers shall be communicated to the President of the Union or designate.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.1 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 gender is employed for similar or substantially similar work.

24.2 Paydays

Employees shall be paid by direct deposit on the 15th and the last day of every month. In extenuating circumstances, and as requested on this basis by the employee, a cheque will be provided.

24.3 Rates of Pay

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

24.4 Rate of Pay on Reclassification or Promotion

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

24.5 Substitution Pay

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

24.6 Salary Protection

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

ARTICLE 25 - CONTRACTING OUT

- (a) The Employer agrees not to contract out any work presently performed by employees covered by this agreement unless by mutual agreement of the parties.
- (b) In the event of an emergency, the Employer agrees to inform the bargaining unit Chair and the union staff representative of any and all contracted work being performed.
- (c) It is understood by both parties that volunteers, student placements, and tenants will not perform bargaining unit work on an ongoing basis and will not be considered contracting out.

ARTICLE 26 - GENERAL CONDITIONS

26.1 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 Union shall print sufficient copies of this agreement for distribution to employees. The cost of printing shall be shared equally by the Union and the Employer. The Employer shall provide a copy of the collective agreement to new employees.

26.2 Job Sharing

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

26.3 Personal Duties

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

26.4 Indemnity

- (a) *Civil Action* - except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

ARTICLE 27 - RELIEF EMPLOYEES

27.1 Employment Status

- (a) Relief employees are employed on an "on call" basis to cover absences of a regular employee or augment staff during peak periods, or where regular employees have not requested top up hours, as per Clause 14.2(b) Hours of Work. These periods shall not exceed three months without the agreement of the Union.
- (b) Relief employees will be considered internal applicants when applying for vacancies.
- (c) Relief employees will not be used in such a way as would reduce the number of regular full-time and/or part-time positions.

27.2 Seniority

- (a) The Employer shall maintain a seniority list of relief employees which shall be supplied every four months to the Union.
- (b) Relief employees shall be credited seniority retroactive to their start date after having worked 90 days.
- (c) Upon return to work from Maternity or Parental Leave, receiving WCB or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, relief employees will be placed in the same relative position on the seniority list. The relief employee shall not lose seniority for leaves taken under Clause 2.11 - Time Off for Union Business.
- (d) When a relief employee is hired into a regular position, they shall be placed on the regular seniority list and be credited with seniority in accordance with Clause 11.1 - Seniority Defined and for the purposes of Clause 18.1 - Annual Vacation Entitlement.

27.3 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for relief employees to seek election in a municipal, aboriginal community government, provincial or federal election for a maximum period of 90 days; and
 - (2) for relief employees who become a member of the Legislative Assembly or a member of the House of Commons for a maximum period of five years.

- (b) A relief employee eligible to vote in a federal, aboriginal community government, provincial, municipal or a referendum shall have four consecutive clear hours during the hours in which polls are open in which to cast their ballot.
- (c) In the case of compassionate leave, relief employees are entitled to leave as per Clause 20.5 - Compassionate Care Leave without pay.
- (d) Attendance at court arising from the relief employee's employment shall be with pay and travel expenses if required by the Employer.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to a relief employee requesting such leave. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.
- (f) A relief 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 all previous rights in relation to seniority.

27.4 Paid Holidays for Relief Employees

A relief employee who works on a designated holiday shall be compensated at time and one-half for the hours worked, provided they meet eligibility requirements outlined in Clause 17.1 - Paid Holidays.

27.5 Vacation for Relief Employees

Relief employees shall receive 6% of their straight-time pay in lieu of vacation.

27.6 Application of Agreement to Relief Employees

Relief employees are covered by all provisions of the collective agreement except the following, unless otherwise specified:

Article 11	Seniority
Article 13	Layoff and Recall
Article 14.3	Notice of Work Schedules
Article 16.4	Compensating Time Off
Article 17	Paid Holidays
Article 18	Vacation Entitlement
Article 19	Sick Leave
Article 20	Special and Other Leave
Article 21	Maternity, Parental and Adoption Leave
Article 23	Health and Welfare
Article 24.5	Substitution Pay

27.7 Relief Call-in Process

- (a) Each property shall maintain a call-in list of relief and regular employees who request additional hours.
- (b) Pursuant to Clause 14.2(b), regular employees who have requested additional hours will be called in first, in order of seniority, provided they are suitable and qualified to work in the classification, shift and work location.
- (c) If there are no regular part-time employees available to work, relief employees will be called, in order of seniority, provided they are suitable and qualified to work in the classification, shift and work location.

- (d) Each property will keep a log of all calls made for relief shifts. The logbook shall show:
- (1) the date;
 - (2) employee called;
 - (3) time called;
 - (4) the position/shift being called to fill;
 - (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
 - (6) signature of caller.
- (e) All staff on the call-in list will provide one phone number on which they can be contacted for relief shifts.
- (f) If no answer, the caller shall make note in the logbook and move to the next available employee on the call-in list. If an answering machine or voicemail is reached or a person is available to take a message, the caller shall leave a message stating there is an available shift and note "*message left*" in the logbook.
- (g) Regular part-time employees shall state availabilities for work on the call list, including those projects/buildings where they are prepared to work.
- (h) Regular part-time employees, who place their names on the call list, and who consistently fail to accept work that is offered, without a reasonable cause, shall not be eligible for additional work under this Article (27.7) for a period of one month.
- (i) Relief employees are required to respond to all phone calls for shifts, whether accepting or declining, within eight hours.
- (j) Any dispute regarding relief shifts will be handled via the grievance procedure.

27.8 27.8 Relief Availability

- (a) Relief employees shall earn seniority, which they shall have the right to exercise in accordance with Article 11.1(a).
- (b) Except for those who have been granted leave of absence by the Employer, relief employees shall provide their availability for work to the Employer, in writing, once per month with the exception of December, January, July, and August, where two months of availability are to be provided to the Employer. For clarity, employees who do not submit their availability in accordance with this article by the submission date established by the Employer will not appear on the call list for the month, or two months, as applicable. The Employer will make every effort to have the schedules issued 30 days in advance of the beginning of the month being scheduled or notify the Union if it not so able.
- (c) Except for those who have been granted leave of absence by the Employer, or are in receipt of disability benefits restricting their maximum earning potential, relief employees must:
- (1) provide availability which includes four single night shifts comprised of any combination of Saturday or Sunday night shifts, and an additional 17 shifts per month of which at least three must be for night shifts, and seven must be for afternoon shifts. Those that do not do so shall be placed at the bottom of the call list for purposes of assigning relief work during that scheduling period;
 - (2) work a minimum of three shifts per month, provided this work is offered by the Employer. Those that do not do so shall be placed on the bottom of the call list for purposes of assigning relief work during the next scheduling period;

- (3) work at least 18 shifts during any six-month period, provided this work is offered by the Employer. Except for employees on an authorized leave of absence, those that do not do so shall be considered terminated in all respects and shall have no claims against the Employer arising out of their previous employment.
- (d) Relief employees must work at least 18 shifts in any six-month period, provided work is offered by the Employer, except for employee on an authorized leave of absence. Those that do not do so shall be considered terminated.
- (e) A relief employee who has not met the requirement of (d) above will be notified of this requirement by email and/or written communication with sufficient notice to remedy the situation. If the situation is not remedied, a subsequent email will be sent to the affected employee advising of the deemed termination. The Union will be copied on both emails to the employee.
- (f) A relief employee is accountable for working all shifts once accepted.

ARTICLE 28 - TERM OF AGREEMENT

28.1 Duration

This agreement shall be binding and remain in force and effect from June 1, 2019, to July 31, 2024.

28.2 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 2, 2023, but in any event not later than midnight, February 28, 2024.
- (b) Where no notice is given by either party prior to February 28, 2024, both parties shall be deemed to have been given notice under this clause on February 28, 2024, and thereupon Clause 28.3 of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the employer designate.

28.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 28.2 of this article, the parties shall, within 60 days after the notice was given, commence collective bargaining.

28.4 Change in Agreement

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

28.5 Agreement to Continue in Force

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

28.6 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Janice Abbott
Chief Executive Officer

Steve Bouchard
Bargaining Committee

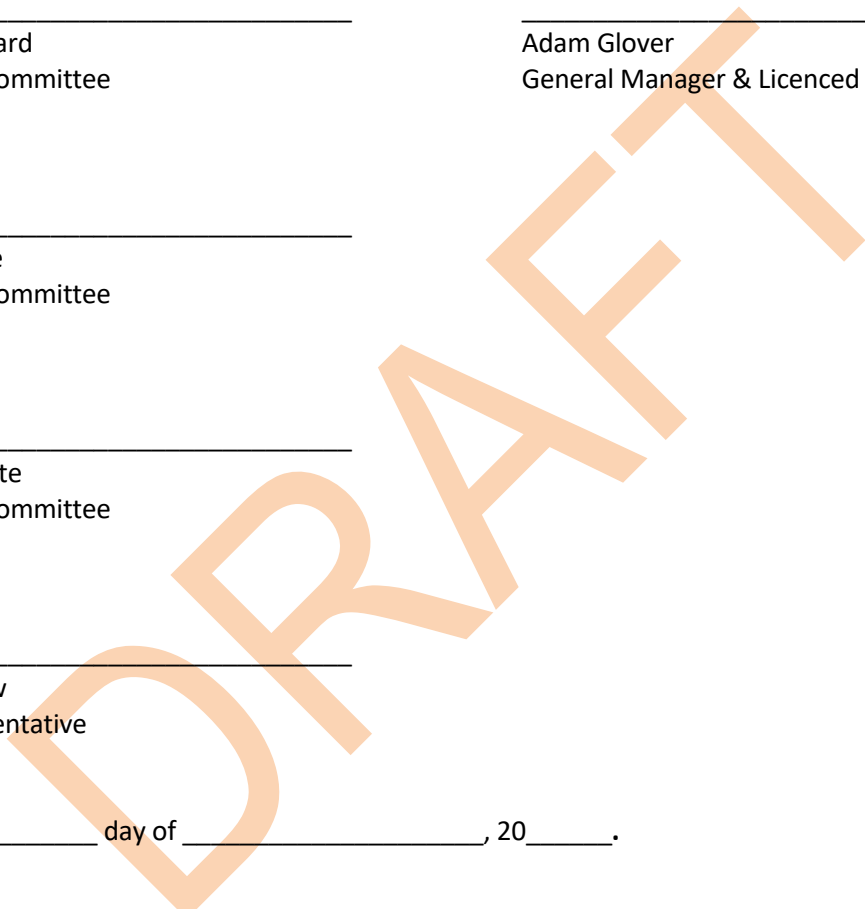
Adam Glover
General Manager & Licenced Managing Broker

Stella Gladue
Bargaining Committee

Robert Surette
Bargaining Committee

Hilary Andow
Staff Representative

Signed this _____ day of _____, 20_____.



**APPENDIX A
Wage Rates**

Position	Steps	Current	June 1, 2019	June 1, 2020	June 1, 2021	June 1, 2022	June 1, 2023
Front Desk Worker							
	<i>Step 1 (1920 hrs)</i>	\$14.71	\$15.45	\$16.22	\$17.03	\$17.88	\$18.77
	<i>Step 2 (after 1920 hrs)</i>	\$15.44	\$16.21	\$17.02	\$17.87	\$18.77	\$19.71
	<i>Increase</i>		5.00%	5.00%	5.00%	5.00%	5.00%
Building Services Worker							
5% for 5 years	<i>Step 1 (1920 hrs)</i>	\$15.76	\$16.55	\$17.38	\$18.24	\$19.16	\$20.11
	<i>Step 2 (after 1920 hrs)</i>	\$16.52	\$17.35	\$18.21	\$19.12	\$20.08	\$21.08
	<i>Increase</i>		5.00%	5.00%	5.00%	5.00%	5.00%
Tenant Support Worker							
3% this year then	<i>Step 1 (480 hrs)</i>	\$18.81	\$19.37	\$19.60	\$19.66	\$20.26	\$20.56
1.5% remaining 4 years	<i>Step 2 (481 hrs - 1920 hrs)</i>	\$20.40	\$21.01	\$21.33	\$21.65	\$21.97	\$22.30
	<i>Step 3 (1921 hrs – 3840 hrs)</i>	\$22.15	\$22.81	\$23.15	\$23.50	\$23.86	\$24.21
	<i>Step 4 (after 3841 hrs)</i>	\$23.04	\$23.73	\$24.09	\$24.45	\$24.82	\$25.19
	<i>Increase</i>		3.00%	1.50%	1.50%	1.50%	1.50%

LETTER OF UNDERSTANDING #1

During the life of this agreement, the parties agree to explore options for an improved Health and Welfare Benefits Plan and lower Long-Term Disability premiums, to be negotiated as part of the next collective agreement

move**up**
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