

COLLECTIVE AGREEMENT

between

**BC ABORIGINAL NETWORK
ON DISABILITY SOCIETY**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION**

Effective from April 1, 2011 to December 31, 2014

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

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

1.2 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. If agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

1.3 Conflict with Regulations

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

1.4 Use of Terms

(a) *Masculine and Feminine*

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

(b) *Singular or Plural*

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

1.5 No Discrimination

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

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

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

ARTICLE 2 - DEFINITIONS

2.1 Employees

- (a) A regular full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work full-time as identified in Article 14.2(a) (Hours of Work). These employees are entitled to all benefits outlined in this Collective Agreement.
- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all benefits of this Agreement on a prorated basis except as provided for in Article 27 (Health and Welfare Benefits).
- (c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30 (Casual Employees).

2.2 Other Definitions

- (a) "Classification" defined for the purposes of the Collective Agreement as those classifications listed in Appendix A (Wage Grid). Each regular employee will be assigned to a classification.
- (b) "Common-Law Spouse" and "Common-Law Partner" means two (2) people who have co-habited as spousal partners for a period of not less than one (1) year.
- (c) "Day" is a calendar day, unless otherwise noted.
- (d) "Gender Identity" means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- (e) "Ability" includes the ability to interact effectively with clients.
- (f) "Union" means the union that represents the employees in the certification.
- (g) "Delegated Function(s)" means functions performed by employees in classifications authorized or delegated under the *Child, Family and Community Services Act* and the *Adoptions Act*.
- (h) "Aboriginal" as defined in the constitution of Canada, "includes the Indian, Inuit and Métis peoples of Canada".

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

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

application of any clause in this Agreement, shall be forwarded to the President of the Union or designate.

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

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

(b) A steward, or her alternate, must obtain the permission of her immediate supervisor before leaving work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

(c) Where the shop steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
- (5) attending meetings called by the Employer.

3.7 Union Meetings

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

3.8 Bulletin Boards

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

3.9 Union Insignia

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

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to employees who are representatives of the Union on a bargaining committee, to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) to stewards to maintain all bulletin boards;
- (6) to employees designated by the Union to sit as observers on interview panels;
- (7) to the grievor to attend an arbitration board or any other Labour Relations body.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties as per Article 3.6;
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

(c) *With Straight-time Pay*

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

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

(e) *Collective Bargaining*

Time spent by employees who are members of the bargaining committee shall be without loss of pay for time spent in direct negotiations with the Employer and the B.C. Government and Service Employees' Union for the renewal of this Collective Agreement. The application of this provision shall be limited to a combined maximum of four (4) workdays.

3.11 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

3.12 Labour Relations Code

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

3.13 Emergency Services

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

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

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

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

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer by the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

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

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

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

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce her to her steward.

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

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Representatives

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

8.3 Labour Management Committee

- (a) There shall be established a labour/management committee composed of two (2) union representatives and two (2) employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four (4) union representatives and four (4) employer

representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

Where warranted, and where an employer has locations in more than one geographic area, a separate labour/management committee may be established for each of those geographic areas.

(b) The Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

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

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

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

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

(2) correcting conditions causing grievances and misunderstanding.

8.4 Technical Information

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

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

(a) the interpretation, application or alleged violation of the Agreement, including all MOUs, Letters and Addendums attached to the Collective Agreement including the question of arbitrability; or

(b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures.

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the Executive Director. The aggrieved employee shall have the right to have a steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a

steward, she shall not, where possible, act as a steward in respect of her own grievance, but shall submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

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

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

9.4 Step 2

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

9.5 Time Limit to Reply to Step 2

- (a) Within ten (10) days of receiving the grievance at Step 2, the Executive Director, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute.
- (b) An aboriginal employee, with the mutual consent of the Employer, may have her grievance heard by an Elders Council which has been mutually agreed to by the employee and the Executive Director. Recommendations to resolve the difference, made by the Elders Council, are without prejudice. Where the recommendations are unacceptable, either party may then advance the grievance to the next step of the grievance procedure. Time limits will be extended by the time taken by the Elders Council to make written recommendations to resolve the difference. The parties agree that the hearing of the grievance by the Elders Council shall take place within thirty (30) days of the request.

It understood that the employee has the right to have union representation involved in this process.

- (c) The Executive Director at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

9.6 Step 3

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

- (a) within fourteen (14) days after the reply has been conveyed to him/her by the Executive Director to handle grievances at Step 2; or
- (b) within fourteen (14) days after the Employer's reply was due.

9.7 Time Limit to Reply to Step 3

The Executive Director shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

9.8 Time Limit to Submit to Arbitration

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

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

9.9 Failure to Act

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

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievance

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

9.12 Deviation from Grievance Procedure

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

9.13 Policy Grievance

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

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

9.14 Technical Objections to Grievances

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

9.15 Management Grievance

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

ARTICLE 10 - ARBITRATION

10.1 Notification

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

10.2 Appointment of the Arbitrator

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

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

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

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

10.7 Amending Time Limits

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

10.8 Witnesses

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

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

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

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

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

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

(c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

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

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

11.5 Personnel File

(a) An employee, or the President of the Union or her designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. The Executive Director may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five (5) working days' notice prior to giving access to such information.

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

11.6 Right to Have Union Representative Present

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

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

11.7 Abandonment of Position

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

11.8 Probation

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

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

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

11.9 Employee Investigations

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

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

12.2 Seniority List

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

- (a) employee's name;

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

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

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

12.3 Loss of Seniority

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

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

12.4 Re-Employment

An employee who resigns her position and within ninety (90) 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 and benefits subject to any benefit plan eligibility requirements.

12.5 Bridging of Service

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

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probation period on re-employment.

12.6 Same Seniority

When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"Layoff" is:

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

13.2 Pre-Layoff Canvass

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

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

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

13.3 Layoff

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

13.4 Bumping

- (a) The Employer will identify the date that the layoff will begin.
- (b) A laid off employee can choose:
 - (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
 - (2) To bump any employee with less seniority if she is qualified to perform the work. An employee can bump up, but not into a supervisory position.

- (c) An employee must exercise her bumping rights within seven (7) days of receiving a notice of layoff by providing written notice to the Executive Director.

13.5 Recall

(a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by priority courier or facsimile. Employees must accept recall within seven (7) days of receipt of the priority courier or facsimile. Employees shall have fourteen (14) days after accepting recall to return to work.

(b) The recall period shall be one (1) year.

At the end of the recall period, an employee has the right to become a casual employee and be placed on call-in lists with their seniority.

(c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.6 Advance Notice

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

(a) one (1) weeks' notice and/or pay in lieu of notice after three (3) consecutive months of employment; or

(b) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or

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

13.7 Grievance on Layoffs and Recalls

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

13.8 Worksite Closure

(a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union. Following consultations, where the Employer offers positions to all or part of the staff affected, the following shall apply:

(1) Employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of three (3) months.

(2) If the downward classification lasts longer than three (3) months, no employee shall suffer more than ten percent (10%) reduction in their basic pay.

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

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purpose of this article, "day" means a twenty-four (24) hours period commencing at 00:01 hours, and "week" means a period of seven (7) consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

14.2 Hours of Work

(a) The hours of work for each regular full-time employee covered by this Agreement, exclusive of meal times, shall be thirty-five (35) hours per week.

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

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

(3) The Employer shall not schedule shifts of less than four (4) hours in duration.

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

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

14.3 Rest Periods

(a) Rest periods shall be taken without loss of pay to the employees.

(b) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period.

14.4 Meal Periods

(a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.

(b) An employee shall be entitled to take her meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time including the accrual of all benefits of the Collective Agreement. Where employees are required to remain at work during meal periods and a meal is provided to the clients, the meal will also be provided to the employees.

14.5 Flextime

(a) For the purpose of this Agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

(1) choose their starting and finishing times; and

(2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period.

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for the agreed upon hours, providing at least the agreed upon hours are required to complete the averaging period. If less than the agreed upon hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

(c) The averaging period for employees on flextime shall be two (2) pay periods.

(d) The workday for those employees on flextime shall not exceed ten (10) hours.

14.6 Staff Meetings

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

14.7 Conversion of Hours

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

ARTICLE 15 - SHIFT SCHEDULES

The Employer will endeavour to post shift schedules fourteen (14) days in advance of the beginning of the work schedule but the parties recognize that changes can be made within the fourteen (14) day period for bona fide operational requirements.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) "Overtime" means work authorized by the Employer and performed by an employee in excess of:

- (1) the scheduled daily hours of a full-time employee;
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

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

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

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

(e) "Double-time and one-half" means two and one-half times (2½x) the straight-time rate.

16.2 Overtime Entitlement

Overtime entitlement shall be calculated in twenty (20) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

16.3 Recording of Overtime

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

16.4 Sharing of Overtime

Overtime work shall be allocated equitably within the worksite.

16.5 Overtime Compensation

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

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

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

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

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

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

16.8 Callback Provisions

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

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

16.9 Rest Interval

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

16.10 Overtime for Part-Time Employees

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

16.11 Authorization and Application of Overtime

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

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

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

ARTICLE 17 - HOLIDAYS**17.1 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

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

Employees shall be entitled to either National Aboriginal Day or Louis Riel Day as paid holidays as determined by the Employer.

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Falling on a Day of Rest

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

17.4 Working on a Designated Lieu Day

If a regular employee is called to work on a day designated as the lieu day, the employee shall be compensated at time and one-half ($1\frac{1}{2}x$) for all hours worked and the lieu day shall be rescheduled in accordance with Article 17.3.

17.5 Holiday Falling on a Workday

An employee who is required to work a designated holiday shall be compensated at time and one-half ($1\frac{1}{2}x$) for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees receive a day off in lieu as per Article 17.11 (Paid Holidays for Part-time Employees). The lieu day shall be scheduled by mutual agreement or in accordance with Article 18.5 Vacation Schedules or where the Employer and the employee mutually agree, be paid out. The lieu day shall be scheduled by mutual agreement and taken within six (6) months of the day in which it was earned or where the Employer and the full-time employee mutually agree, be paid out. An employee may, by mutual agreement, take lieu days off together with their vacation in accordance with Article 18.5 Vacation Schedules.

17.6 Holiday Coinciding with a Day of Vacation

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

17.7 Paid Holiday Pay

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

17.8 Religious and Ethno-Cultural Holidays

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

17.9 Other Observances

- (a) Each employee will receive one-half ($\frac{1}{2}$) day paid cultural leave per year commencing April 1, 2012.
- (b) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (c) Employees shall provide the Employer with the dates of the four (4) days for which leave will be requested. A minimum of two (2) weeks' notice is required for leave under this provision.

17.10 Paid Holidays for Part-Time Employees

Regular part-time employees will accumulate a statutory holiday bank based on four point two percent (4.2%) of their regular straight-time hours in each pay period. When a paid holiday occurs, and where the bank contains sufficient hours, the employee will be paid an amount from their paid holiday bank which is equal to the employee's average regular daily hours (determined by prorating the employees' regular schedule by the full-time hours as per Article 14.2[a]).

17.11 Eligibility for a General Holiday

- (a) All employees who receive at least fifteen (15) days' pay (regular pay) during the thirty (30) calendar days preceding the holiday shall receive his/her regular rate of pay for the holiday.
- (b) Employees who have not worked at least fifteen (15) days during the thirty (30) calendar days preceding the holiday because of the terms and conditions of their employment shall receive one-twentieth (1/20) of his/her regular rate of pay earned during the thirty (30) calendar days preceding the holiday.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

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

- (a) New employees who have been continuously employed for less than one year will receive 4% of earnings in lieu of vacation entitlement
- (b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:
- | | | |
|-----|---|---------------------------|
| (1) | One (1) year to three (3) years continuous service | ten (10) workdays |
| (2) | Four (4) years to five (5) years continuous service | fifteen (15) workdays |
| (3) | Six (6) years' to nine (9) years continuous service | twenty (20) workdays |
| (4) | Ten (10) years' continuous service and beyond..... | twenty-five (25) workdays |
- (c) Annual vacation entitlement shall be adjusted for any unpaid leaves of absence in excess of twenty (20) days per year in accordance with Article 20.7 (Benefits While on Unpaid Leaves of Absence).

18.2 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority.
- (b) An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the employee's first choice of a vacation period. Seniority shall prevail in the second vacation period. Seniority shall also prevail in further choices in the same manner.

Regular vacations shall have priority over vacation time carried over under the provisions of Article 18.4.

18.3 Vacation Pay

Upon twenty-one (21) 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 her regular paycheque issued during the vacation period.

18.4 Vacation Schedules

Employees shall submit their vacation requests to the Executive Director on or before May 31st.