

**COMMUNITY LIVING SERVICES**

**COLLECTIVE AGREEMENT**

**between the**

**COMMUNITY SOCIAL SERVICES  
EMPLOYERS' ASSOCIATION (CSSEA)**

**and the**

**COMMUNITY SOCIAL SERVICES  
BARGAINING ASSOCIATION OF UNIONS (CSSBA)**

**Effective from April 1, 2003 to March 31, 2006**

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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 Association of Unions. Both the Employer and the Association of Unions agree that it is in the best interest of both Parties to co-operate 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 Association of Unions agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity, or criminal or summary conviction that is unrelated to the employment of that person.

## ARTICLE 2 - DEFINITIONS

### 2.1 Employees

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



- (b) A regular part-time employee is an employee who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 (Hours of Work). A regular part-time employee is entitled to all 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.

## **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 Community Social Services Bargaining Association of Unions 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 practiced 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) 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.
- (d) *Collective Bargaining*

Time spent by employees who are members of the UBA Bargaining Committee shall be without loss of pay for time spent in direct negotiations with the Employer with CSSEA for the renewal of this Collective Agreement. The application of this provision shall be limited to a combined maximum of two hundred and fifty (250) work days for the Community Living Services and the General Services Agreement.

### **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 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 Local Union Bargaining Committee**

Local Union Bargaining Committees will be appointed in accordance with Appendix B.

##### **8.3 Union Representatives**

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

##### **8.4 Labour Management Committee**

- (a) There shall be established a Labour/Management Committee composed of two (2) Union representatives and two (2) Employer representatives. The Parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad-hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (b) 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) An Employer representative and a Union representative shall alternate in presiding over meetings. Minutes of each meeting of the committee shall be prepared by the Employer and approved by an Employer and Union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer.
- (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.

## **8.5 Technical Information**

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.

## **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 the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures.

### **9.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have 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 designated local supervisor through the Union steward.

- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

### **9.5 Time Limit to Reply to Step 2**

- (a) Within ten (10) days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

### **9.6 Step 3**

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

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

### **9.7 Time Limit to Reply to Step 3**

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

### **9.8 Time Limit to Submit to Arbitration**

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

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision is 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 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

#### **9.12 Deviation from Grievance Procedure**

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

(b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

(c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

#### **9.13 Policy Grievance**

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

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

#### **9.14 Technical Objections to Grievances**

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

#### **9.15 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate.

### **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 C (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 C (List of Arbitrators) may be appointed.

### **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 (1/2) of the fees and expenses of the Arbitrator.

### **10.7 Amending Time Limits**

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

### **10.8 Witnesses**

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

### **10.9 Expedited Arbitration**

- (a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (c) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (f) The Parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Procedure

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

### 11.2 Dismissal and Suspension

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

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

### 11.3 Burden of Proof

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

### 11.4 Right to Grieve Other Disciplinary Action

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

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

(c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure 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 Evaluation Reports

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

### **11.6 Personnel File**

- (a) An employee, or the President of the Union or her designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed at the employee's worksite or, where it is not possible, the file will be made available for review at a mutually agreed location. A designated management representative may be in attendance at this review. The Employer will provide copies of file entries as requested. The Employer may require up to five (5) working days notice prior to giving access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

### **11.7 Right to Have Union Representative Present**

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

### **11.8 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.

### **11.9 Probation**

- (a) The Employer may reject a probationary employee for just cause. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for supervisory employees and professional employees (registrants of a regulatory body) shall be six (6) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.
- (c) The probationary period for all other employees shall be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. Notwithstanding the foregoing, the probationary period shall not exceed six (6) calendar months.
- (d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months.
- (e) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this Agreement commencing at Step 3.

### 11.10 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.
- (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.
- (b) Notwithstanding the above, each Employer, at the time of ratification, excluding those certifications in Memorandum of Agreement #3 (RE: Existing New Certifications, Future Certifications and Variances) identified as new certifications, will maintain the current system of calculating seniority. Where an Employer has two or more unions representing employees with different methods of calculating seniority, the Unions must select a single system within thirty (30) days of ratification of this agreement. Where they are unable to agree on a single system, the system reference in (a) above will apply.

#### (c) *Movement Between Agencies*

When an employee who was employed by one Employer and is subsequently employed by another Employer as a result of a merger and/or, until March 30, 2006, pursuant to the Continuity Service and Employment Agreement, the employee shall be credited with seniority in accordance with the following:

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

(2) Where the Employers have a different method of calculating seniority, the employee shall have their seniority calculated by their current Employer using the methodology of the new Employer.

## **12.2 Seniority List**

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

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification.

The regular seniority list shall be provided to the Union and 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 11.8 (Abandonment of Position);
- (c) she is on layoff for more than two (2) years;
- (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, or that results in the elimination of health and welfare benefits.

### **13.2 Pre-Layoff Canvass**

- (a) Prior to the layoff of regular employees under Article 13.3, the Employer may 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/programme (see local issues agreement).

### **13.4 Bumping**

- (a) The date the layoff will commence will be identified.
- (b) The employee may choose:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, providing she is qualified to satisfactorily perform the duties; or

- (3) to displace the least senior employee in another classification with the equivalent hours, provided the employee has previously worked within the program and she is qualified to satisfactorily perform the duties; or
  - (4) to displace the least senior employee amongst the group of employees in the same classification whose hours are, firstly, up to five (5) hours less per week than the employee; and secondly, any other group of employees within the next or a subsequent five (5) hour time band providing she is qualified to satisfactorily perform the duties; or
  - (5) to displace the least senior employee amongst the group of employees in another classification whose hours are, firstly, up to five (5) hours less per week than the employee; and secondly, any other group of employees within the next or a subsequent five (5) hour time band provided the employee has previously worked within the program and she is qualified to satisfactorily perform the duties.
- (c) Bumping rights must be exercised within five (5) days of notification of layoff by providing written notice to the Executive Director.
  - (d) Displacements shall not result in a promotion.
  - (e) An employee who elects to displace as noted in Article 13.4(b) (3) (4) (5) 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.

### **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 two (2) years.
- (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) week's 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 shall be initiated at Step 2 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) See *Memorandum of Agreement # 1 (RE: Local Issues)*.
- (b) (1) If an employee, reporting for work at the call of the Employer, is informed upon arrival at work that she is not required to work, the employee shall be paid for a minimum of two (2) hours' pay at her regular rate.
- (2) An employee reporting for work at the call of the Employer, shall be paid a minimum of three (3) hours' pay at her regular rate if she commences work.
- (3) Except as provided in (4) below, the Employer shall not schedule shifts of less than four (4) hours in duration.
- (4) Existing local agreements providing for regularly scheduled shifts which are less than four (4) hours in duration shall continue for the term of this Collective Agreement. Any new arrangements involving regularly scheduled shifts which are less than four (4) hours in duration shall be subject to local agreement.
- (c) 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.
- (d) 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).
- (e) To ensure efficient and effective service delivery within a climate of fairness, current arrangements regarding the assignment of additional hours shall continue until such time as local issue negotiations on this matter are complete. If no agreed upon arrangements exists the following will apply:
- (1) Additional hours up to the allowable straight-time maximum shall be offered to employees by seniority in the following sequential order:
    - (i) full-time employees
    - (ii) part-time employees



(2) Regular employees shall be offered additional hours within their classification and worksite before qualified regular employees at other programmes/worksites (see local issues agreement) in that classification. Remaining additional hours shall be offered to qualified regular employees in other classifications.

(3) Additional hours shall be compensated as per Appendix A (Wage Grid). Additional hours shall be used to calculate all benefits of this Collective Agreement except as provided in Article 27 (Health and Welfare Benefits).

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

(f) *Twenty-four (24) Hour Live-In Shifts*

All existing twenty-four (24) hour live-in shifts shall be retained as per the previous Collective Agreement until the expiration of the service contract associated with the twenty-four (24) hour shift arrangement.

New and/or renewed twenty-four (24) hour live-in shifts arrangements shall be subject to local agreement.

The Employer shall give the Union sufficient notice of any new/renewed twenty-four (24) hour shift arrangement in order to ensure adequate time to discuss the arrangements.

(g) *Extended Hours Shifts*

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

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

(1) Implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union.

(2) Extended workday and/or extended workweek schedules may be cancelled by the Employer upon thirty (30) days written notice. The Employer will consult with the Union prior to such cancellation.

(3) Daily overtime for regular employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift.

(4) Any paid leaves in the Collective Agreement shall be paid using the principles of equivalent hours up to the maximum entitlement.

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

### **14.3 Rest Periods**

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

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

- (c) Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift.
- (d) Due to the needs of the clients, employees may be required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed.

#### **14.4 Meal Periods**

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

#### **14.5 Flextime**

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

#### **14.6 Staff Meetings**

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

#### **14.7 Standby Provisions**

- (a) Employees required to be on standby shall be paid one dollar (\$1.00) per hour, or portion thereof.
- (b) The minimum standby requirement shall be four (4) consecutive hours.
- (c) Should the Employer require an employee to have a pager, beeper, or a cellular phone available during their standby period, then all related expenses for such device shall be the responsibility of the Employer.

#### **14.8 Conversion of Hours**

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2(a), special and paid leaves including holidays, annual vacation, sick leave, and compassionate leave shall be converted

to hours on the basis of the normal full-time daily hours of work outlined in Article 14.2(a), and deducted based on the number of hours taken as leave in accordance with the employee's work schedule.

## ARTICLE 15 - SHIFTS

### 15.1 Exchange of Shifts

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

### 15.2 Shortfall of Shifts

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

### 15.3 Short Changeover Premium

(a) Except by mutual agreement, an employee shall receive eight (8) consecutive hours off duty when changing shifts. If shifts are scheduled so that there are not eight (8) hours between the finish of an employee's shift and the start of her next shift, a premium calculated at overtime rates will be paid for hours worked on the succeeding shift within the eight (8) hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the eight (8) hour period from the finish of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### 15.4 Split Shifts

(a) Subject to (b) below, it is understood that there shall be no regularly scheduled "*split shifts*". Employees shall have the right to refuse split shifts except in emergency situations.

(b) All existing split shift arrangements shall be retained as per the previous Collective Agreement until the expiration of the service contract associated with the arrangement.

New and/or renewed split shifts arrangements shall be subject to local agreement.

The Employer shall give the Union sufficient notice of any new/renewed split shifts arrangement in order to ensure adequate time to discuss the arrangements.

### 15.5 Work Schedules

(a) Work schedules must be posted fourteen (14) calendar days in advance of the beginning of the work schedule.

(b) Changes to the posted work schedule may be made for bona fide business reasons with forty-eight (48) hours notice.

(c) With the exception of (d) below, if the change to the employee's schedule is initiated by the Employer with less than forty-eight (48) hours notice, the employee shall be paid a premium of eighty-five cents (85¢) per hour for work performed on the first shift of the revised schedule.

(d) the penalty in (c) above does not apply if the change is initiated by the employer with less than forty-eight (48) hours notice because of an unanticipated absence of a scheduled employee, and no casual employee is available.

## 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 the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half times the straight-time rate.

### 16.2 Overtime Entitlement

Overtime entitlement shall be calculated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) 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 a programme/worksites (see local issues agreement).

### 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 for the first two (2) hours of overtime on a regularly scheduled workday; and
- (b) double time for hours worked in excess of the two (2) hours referred to in (a) above;
- (c) double time 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 dependent care expenses incurred by the employee. Such expenses to be the dependent care expenses normally paid by the employee.

### **16.8 Call-Back 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 (\$2.00).

### **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 or designate and receive approval if they are asked to work hours that would result in overtime.

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

## ARTICLE 17 - HOLIDAYS

### 17.1 Paid Holidays

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	

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

### 17.2 Holiday Falling on Saturday or Sunday

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

### 17.4 Working on a Designated Lieu Day

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

### 17.5 Holiday Falling on a Workday

An employee who is required to work a designated holiday shall be compensated at time and one-half (1½x) for the hours worked. Regular full-time employees shall also receive a day off in lieu. Regular part-time employees can elect to receive a day off without pay in lieu. 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.

### 17.6 Holiday Coinciding with a Day of Vacation

Where a full-time 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. Where a regular part-time employee is on vacation leave and a day of paid holiday falls within that period, the regular part-time employee can elect to receive a day off without pay in lieu of the holiday.

### 17.7 Christmas Day or New Year's Day Off

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

**17.8 Paid Holiday Pay**

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

**17.9 Religious and Ethno-Cultural Holidays**

An employee shall have the option of working Boxing Day and Easter Monday if her worksite is open, in exchange for two (2) paid days off to observe religious and/or other ethno-cultural holidays other than those referenced in Article 17.1. 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.

**17.10 Other Observances**

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four (4) days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (b) 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.

**17.11 Paid Holidays for Part-time Employees**

Regular part-time employees shall receive four point two percent (4.2%) of straight-time pay instead of a day off with pay.

**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 at least six (6) months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

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

- (1) One (1) year's continuous service ..... fifteen (15) workdays
- (2) Two (2) years' continuous service ..... fifteen (15) workdays
- (3) Three (3) years' continuous service ..... sixteen (16) workdays
- (4) Four (4) years' continuous service ..... seventeen (17) workdays
- (5) Five (5) years' continuous service ..... eighteen (18) workdays
- (6) Six (6) years' continuous service ..... nineteen (19) workdays
- (7) Seven (7) years' continuous service ..... twenty-two (22) workdays
- (8) Eight (8) years' continuous service ..... twenty-three (23) workdays

(9)	Nine (9) years' continuous service .....	twenty-four (24) workdays
(10)	Ten (10) years' continuous service .....	twenty-five (25) workdays
(11)	Eleven (11) years' continuous service .....	twenty-six (26) workdays
(12)	Twelve (12) years' continuous service .....	twenty-seven (27) workdays
(13)	Thirteen (13) years' continuous service.....	twenty-eight (28) workdays
(14)	Fourteen (14) years' continuous service .....	twenty-nine (29) workdays
(15)	Fifteen (15) years' continuous service .....	thirty (30) workdays
(16)	Sixteen (16) years' continuous service .....	thirty-one (31) workdays
(17)	Seventeen (17) years' continuous service.....	thirty-two (32) workdays
(18)	Eighteen (18) years' continuous service .....	thirty-three (33) workdays
(19)	Nineteen (19) years' continuous service.....	thirty-four (34) workdays
(20)	Twenty (20) years' continuous service .....	thirty-five (35) 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 within each programme/worksites (see local issues agreement).

(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, but only after all other "first choice" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

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

### 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 Carry Over

(a) A regular employee may carry over up to five (5) days' vacation leave per year, except that such vacation carryover shall not exceed ten (10) days at any time. An employee shall not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not scheduled or designated for carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

(b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### 18.5 Vacation Schedules

(a) Employees shall submit their vacation requests to the supervisor on or before:

- (1) November 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>, and
- (2) March 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

The Employer shall approve the vacation schedules within two (2) weeks of the closing dates for vacation requests.



(b) An employee who does not exercise her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

#### **18.6 Vacation Schedule Changes**

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

#### **18.7 Vacation Pay Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 18.1.

#### **18.8 Vacation Credits Upon Death**

Where an employee has designated a beneficiary, earned but unused vacation entitlement shall be made payable, upon an employee's death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

#### **18.9 Approved Leave of Absence With Pay During Vacation**

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

#### **18.10 Vacation Interruption**

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

(b) When, during any vacation period, an employee is recalled to duty, she shall be reimbursed for all reasonable expenses incurred by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of vacation, upon submission of receipts to the Employer.

(c) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining vacation time.

#### **18.11 Banked Vacation**

Once every five (5) years an employee may bank one (1) full year's vacation to be taken in conjunction with the next year's vacation. For the purposes of this clause, all vacation in the second year must be taken concurrently.

### **18.12 Prime Time Vacation Period**

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

## **ARTICLE 19 - SICK LEAVE**

### **19.1 Sick Leave Credits**

(a) *Premium Reduction*

The following sick leave provision may be varied by mutual agreement between the Association of Unions and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

(b) *Sick Leave Credits*

Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one (1) day per month to a maximum of one hundred and fifty-six (156) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.

(c) Each sick leave day shall be compensated at eighty percent (80%) of the employee's regular rate of pay.

(d) All sick leave credits are cancelled when an employee's employment is terminated.

*Note: Employees hired prior to April 1, 2004 shall have their existing sick banks, as of April 1, 2004, converted at a ratio of one (1) day = one point two five (1.25) days credited to their sick leave credits. In the event that this adjustment results in an employee's sick leave bank exceeding one hundred and fifty-six (156) days, no further sick leave accumulation will apply until such time as the sick leave bank falls below one hundred and fifty-six (156) days, in which case the employee's maximum accumulation will not again exceed one hundred and fifty-six (156) days.*

### **19.2 Employee to Inform Employer**

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

### **19.3 Medical/Dental Appointments**

(a) Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted in accordance with Article 19.1(c).

(b) Where an employee's qualified medical practitioner refers the employee to a Specialist, then any necessary travel time, to a maximum of one (1) working day, for the employee to visit such Specialist, shall be granted in accordance with Article 19.1(c).

### **19.4 Workers' Compensation Benefit**

(a) Employees shall receive directly from the Workers' Compensation Board (WCB) any wage loss benefits to which they may be entitled.

- (b) While an employee is in receipt of wage loss benefits, paid holidays will not accrue.
- (c) An employee shall reimburse the Employer for any sick leave paid to them at such time as WCB benefits are received. Upon reimbursement, the Employer will adjust the employee’s sick leave bank in accordance with the reimbursement.

**ARTICLE 20 - SPECIAL AND OTHER LEAVES**

**20.1 Compassionate Leave**

- (a) Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee’s immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee’s household or with whom the employee permanently resides. Up to an additional two (2) days without loss of pay may be taken associated with travel.
- (b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the compassionate period outlined above, the balance of the compassionate leave as provided above, if any, may be taken at the time of the ceremonial occasion.
- (c) Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits shall be restored.

**20.2 Special Leave**

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

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

### **20.3 Full-time Union or Public Duties**

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

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

### **20.4 Leave for Court Appearances**

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

### **20.5 Elections**

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

### **20.6 General Leave**

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

### **20.7 Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of twenty (20) work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of twenty (20) work shifts in any calendar year, benefit coverage may be continued by the

employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer. Any employee granted an unpaid leave of absence totalling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits.

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

## **ARTICLE 21 - MATERNITY AND PARENTAL LEAVE**

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

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

### **21.1 Maternity Leave**

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

### **21.2 Parental Leave**

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental leave as follows:
  - (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Article 21,

(2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, commencing within the fifty-two (52) week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **21.3 Leave without Pay**

All leave taken under Article 21 is leave without pay.

### **21.4 Aggregate Leave**

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

### **21.5 Return from Leave**

(a) On return from leave, an employee shall be placed in her former position or where the former position does not exist, in an equivalent position.

(b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 21.1 or 21.2.

### **21.6 Benefit Plan**

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

### **21.7 Seniority Rights on Reinstatement**

(a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

### **21.8 Sick Leave Credits**

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. She may use this leave until all danger from such disease or condition no longer exists.

### **21.9 Extended Child Care Leave**

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

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

An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

## **ARTICLE 22 - SAFETY AND HEALTH**

### **22.1 Conditions**

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

### **22.2 Working Environment**

The Parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner.

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

### **22.3 Joint Safety and Health Committee**

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee. The Committee will meet at least once per month or, to deal with urgent situations, at the call of either Party to make recommendations on hazardous, dangerous or unsafe conditions including workload and ergonomic requirements with the aim of preventing and reducing risk of occupational injury and illness including related training.
- (b) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership shall be as follows:
  - (1) the Committee shall be comprised of a minimum of two (2) members appointed by the Union and two (2) members appointed by the Employer. In no case will the Employer's members outnumber those of the Union.
  - (2) a chairperson and secretary shall be elected from and by the members of the Committee. Where the chairperson is an Employer member, the secretary shall be an employee member, and vice versa.
- (d) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this Committee.

- (e) All minutes of the Committee shall be recorded in a mutually agreed format and copies shall be forwarded to the Union representatives of the Committee.
- (f) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a Union sponsored Workplace Health and Safety Training course.
- (g) Each Union Committee member is entitled to an annual educational leave totalling eight (8) hours, or a longer period if prescribed by regulation, without loss of pay or benefits for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Workers' Compensation Board (WCB).

#### **22.4 Unsafe Work**

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

#### **22.5 Workplace Violence/Aggressive Conduct**

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

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

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

At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the Parties will meet as soon as possible to determine remedies up to and including transfer.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Joint Safety and Health Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WCB counselling and such other support as may be reasonably available.

#### **22.6 Injury Pay Provision**

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

#### **22.7 Transportation of Accident Victims**

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



## 22.8 Employee Check-In

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

## 22.9 Communicable Diseases and Parasitic Infestations

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

## 22.10 Protective Clothing and Supplies

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

# ARTICLE 23 - TECHNOLOGICAL CHANGE

## 23.1 Definition

*"Technological change"* means:

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

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

### **23.2 Advance Notice**

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

### **23.3 Discussions**

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

### **23.4 Employment Protection**

A regular employee who is displaced from her job by virtue of technological change will be given the opportunity to fill any vacancies existing, in accordance with the Job Postings procedures forming part of this Agreement. An employee may not receive both severance pay and a training period of work at a new position.

### **23.5 Training**

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

### **23.6 New Employees**

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

## **ARTICLE 24 - PROMOTION AND STAFF CHANGES**

### **24.1 Job Postings**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven (7) days of the vacancy or of the new position being established, for a minimum of fourteen (14) calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer shall not advertise outside the agency for any position until the end of seven (7) calendar days internal posting.
- (c) Prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27 (Health and Welfare Benefits), the additional hours will be offered by seniority to regular employees who have the qualifications and work within the programme/worksites (see local issues agreement) in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours shall form part of her ongoing regularly scheduled hours.

### **24.2 Information in Postings**

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use her automobile in the performance of her duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state,

*"This position is open to male and female applicants"*, except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state *"this position requires Union membership"*.

### **24.3 Appointment Policy**

In making appointments, promotions and transfers the qualifications and abilities of the applicants concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

### **24.4 Transfers**

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

(b) In certain other cases, relocation may be in the best interest of the employee and/or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.10 (Employee Investigations) applies, the Employer shall provide written reasons for permanent transfers, a minimum of fifteen (15) days prior to transfer.

### **24.5 Trial Period**

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to her former position, she shall be returned to her former position and wage or salary rate without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time, but in any event will not exceed six (6) calendar months.

### **24.6 Local Union Observer**

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

### **24.7 Notification**

(a) Within seven (7) days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.

(b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.

(c) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

### **24.8 Right to Grieve**

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

## **24.9 Vacation Letters**

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

## **24.10 Temporary Vacancies**

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months shall be posted as per Article 24.1.
- (b) Casual employees may elect to maintain their ten point two percent (10.2%) in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27 (Health and Welfare Benefits) for which they are eligible, after three (3) months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union, or as specifically permitted in this Agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

## **24.11 Interviews**

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

## **24.12 Deemed Qualified**

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

# **ARTICLE 25 - CAREER DEVELOPMENT**

## **25.1 Purpose**

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

## **25.2 Staff Development Leave**

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

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

- (b) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.
- (c) Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner.
- (d) Should the employee noted above terminate her employment for any reason during the six (6) month period following completion of the above-noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

## **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

### **26.1 Equal Pay**

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

### **26.2 Paydays**

- (a) *See Memorandum of Agreement # 1 (RE: Local Issues).*
- (b) A comprehensive statement detailing all payments, allowances and deductions be provided each pay period.
- (c) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.

### **26.3 Rates of Pay**

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

### **26.4 Substitution Pay**

Where an employee is directed by the Employer to perform the principle duties in a higher paying position within the bargaining unit, she shall receive the rate of the new salary range which is immediately greater than her current rate.

### **26.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paying position in the salary schedule, she shall receive the rate of the new salary range which is immediately greater than her current rate.

### **26.6 Pay on Temporary Assignment**

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

### **26.7 Reclassification of Position**

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

**26.8 Maintenance Agreement**

The Parties will abide by the terms of the Maintenance Agreement.

**26.9 Mileage Allowance**

(a) An employee who uses her own motor vehicle to conduct business, on behalf of and at the request of the Employer, shall receive an allowance of thirty-eight cents (38¢) per kilometre.

Effective April 1, 2005, the allowance shall be thirty-nine cents (39¢) per kilometre.

Prior to submitting a claim, employees must accrue their mileage expenses until their claim is a minimum of ten dollars (\$10.00).

(b) If the employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel on the Employer's business.

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

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

**26.10 Meal Allowance**

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum set out below. This Article shall not apply to employees who, on a day-to-day basis, do not work in a fixed location.

Breakfast	\$8.50
Lunch	\$10.50
Dinner	\$19.25

**26.11 Travel Advance**

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

**26.12 Salary Rate Upon Employment**

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

**ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

*Effective April 1, 2004:*

Health and Welfare benefits shall be provided by the Healthcare Benefit Trust (HBT) or another competitive carrier who is able to supply equivalent coverage.

*Note: See Memorandum of Agreement # 2 (RE: Superior Benefits and Provisions)*

### **27.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first (1<sup>st</sup>) day of the month following the month in which the employee successfully completes her probation period or her trial period not to exceed three (3) months.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work twenty (20) regular hours or more per week.

*Note: See Memorandum of Agreement #11 (RE: Health and Welfare Benefits Entitlement Threshold)*

### **27.2 Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

- (a) Group Life coverage shall continue without premium payment for a period of thirty-one (31) days following the date the employee's employment terminates [see Article 27.7(b)].
- (b) Accidental Death and Dismemberment coverage shall terminate on the date the employee's employment terminates.
- (c) Long Term Disability coverage shall terminate on the date the employee's employment terminates.

### **27.3 Definition of Spouse and Other Dependents**

"*Common-law spouse*" means two (2) people who have cohabited as spousal partners for a period of not less than one (1) year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of nineteen (19) years of age if they are mainly dependent on and living with the employee or their spouse. Coverage may be extended to age twenty-five (25) years where the dependent child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or her spouse.

"*Family*" means the employee's spouse as defined above and below and her dependent(s) as defined above.

"*Spouse*" means wife, husband or common-law spouse.

### **27.4 BC Medical**

Employees who are enrolled in the Employer's BC Medical Plan shall have deducted from their pay cheque an amount equivalent to one point six percent (1.6%) of gross pay as their contribution towards the monthly premium. The Employer shall pay the remaining cost of the monthly premium for eligible regular employees, their spouse, and dependent children.

### **27.5 Dental Plan**

- (a) The Employer shall pay one hundred percent (100%) of the monthly premiums for the dental plan that will cover the employee, her spouse and dependent children, provided they are not enrolled in another comparable plan.

(b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every nine months (effective April 1, 2004) except dependent children (up to age nineteen (19)) shall be eligible for this provision every six (6) months.

(c) Eligible regular employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars (\$2,750) per patient with no run-offs for claims after termination of employment.

#### **27.6 Extended Health Plan**

(a) The Employer shall pay one hundred percent (100%) of the monthly premiums for the extended health care plan that will cover the employee, her spouse and dependent children, provided they are not enrolled in another plan.

(b) Eligible regular employees shall be provided with an extended health plan covering eighty percent (80%) of eligible expenses, forty-five dollars (\$45) deductible per person or family.

(c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be two hundred and twenty-five dollars (\$225) every twenty-four (24) months and the allowance for hearing aids will be six hundred dollars (\$600) every forty-eight (48) months.

#### **27.7 Group Life and Accidental Death and Dismemberment**

(a) The Employer shall pay one hundred per cent (100%) of the premiums for the group life and accidental death and dismemberment insurance plans.

(b) The plan shall provide basic life insurance in the amount of fifty-thousand dollars (\$50,000) and standard twenty-four (24) hour accidental death and dismemberment insurance until age sixty-five (65). At the age of sixty-five (65) the amount of coverage shall decrease to twenty-five thousand dollars (\$25,000) until the age of seventy (70), at which time the group insurance coverage will cease.

(c) On termination of employment (excluding retirement) coverage for group life shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

#### **27.8 Long Term Disability**

The Employer shall provide a long-term disability plan.

*Note: See Memorandum of Agreement #10 (RE: Long Term Disability Plan).*

#### **27.9 Payment of Premiums**

The sole responsibility of the Employer is to arrange for a carrier to provide the health and welfare benefits required by the Collective Agreement and the payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.



## ARTICLE 28 - GENERAL CONDITIONS

### 28.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, to a maximum of one hundred dollars (\$100), repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty. In the event the damage is to the employee's automobile, the insurance deductible shall be paid to a maximum of three hundred dollars (\$300).

### 28.2 Personal Property

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

### 28.3 Supply and Maintenance of Equipment

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

### 28.4 Indemnity

- (a) *Civil Actions* – Except where there has been gross negligence on the part of an employee, the Employer will:
- (1) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
  - (2) assume all costs, legal fees, and other expenses arising from any such action.
- (b) *Criminal Actions* – Where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

### 28.5 Copies of Agreement

- (a) The Association of Unions and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and obligations under it. For this reason, the Parties shall have printed sufficient copies of the Agreement for distribution to employees.
- (b) The Community Social Services Employers' Association and the Association of Unions shall share the cost of printing and distribution.
- (c) The Agreements shall be printed in a Union shop and bear a recognized Union label.

### 28.6 Contracting Out

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

### **28.7 Personal Duties**

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

### **28.8 Payroll Deductions**

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

### **28.9 Administration of Medication**

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

### **28.10 Job Descriptions**

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

### **28.11 Staff Confidentiality**

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

### **28.12 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate(s) shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight-time.

### **28.13 Volunteers**

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

## **ARTICLE 29 - HARASSMENT**

### **29.1 Sexual Harassment**

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

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

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

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

## **29.2 Personal Harassment**

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

## **29.3 Harassment Complaint Procedures**

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

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

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

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Employment Status

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

### 30.2 Seniority

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

### 30.3 Call-In Procedures

Qualified casual employees shall be called in order of seniority. *See Memorandum of Agreement #1 (RE: Local Issues).*

### 30.4 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
  - (1) for casual employees to seek election in a federal, provincial, municipal, First Nations or other Aboriginal election for a maximum period of ninety (90) days; and
  - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal or First Nations or other Aboriginal election or a referendum shall have four (4) consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Article 20.1 (Compassionate Leave) without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

(f) An employee who resigns her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority.

### **30.5 Paid Holidays and Vacation for Casual Employees**

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

### **30.6 Application of Agreement to Casual Employees**

The provisions of Articles 13 (Layoff and Recall), 14.5 (Flextime), 14.7 (Standby Provisions), 16.10 (Overtime for Part-time Employees), 17 (Holidays), 18 (Annual Vacations), 19 (Sick Leave), 20 (Special and Other Leaves), 23 (Technological Change), 27 (Health and Welfare Benefits) and 31 (Registered Retirement Savings Plan) do not apply to casual employees.

## **ARTICLE 31 - REGISTERED RETIREMENT SAVINGS PLAN**

- (a) All regular employees upon successful completion of the probationary period shall enrol in the plan.
- (b) Employee contributions to the Plan through payroll deduction will be on one (1) of the following basis:
  - (1) 1% of regular earnings; or
  - (2) 2% of regular earnings; or
  - (3) 3% of regular earnings.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1<sup>st</sup> of each year by providing at least thirty (30) days written notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) Employers who currently have a Group RRSP that is superior to the plan described above shall maintain their current Group RRSP.
- (g) In the event that an Employer currently participates in a Pension Plan (or is required to participate in the future), the Group RRSP will not be implemented (or will be terminated) for employees of that Employer.
- (h) Employers will ensure that all new employees are informed of the options available to them under this Article.
- (i) If an Employer does not currently participate in a pension plan (e.g. the Municipal Superannuation Plan) then participation in a Group RRSP for regular employees will be mandatory. No regular employee shall be allowed to join both a pension plan and a Group RRSP.

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

### **32.1 Duration**

This Agreement shall be binding and remain in effect until midnight, March 31, 2006.

**32.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2005, but in any event not later than midnight, December 31, 2005.
- (b) Where no notice is given by either Party prior to December 31, 2005, both Parties shall be deemed to have been given notice under this Article on December 31, 2005.
- (c) All notices on behalf of the unions shall be given by the Association of Unions and similar notices on behalf of the Employer shall be given by the Community Social Services Employers' Association.

**32.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 32.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**32.4 Changes in Agreement**

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

**32.5 Effective Date of Agreement**

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

**32.6 Agreement to Continue in Force**

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

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

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James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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Trudy Ames  
BC Government and Service Employees' Union

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Alan Connell  
BC Government and Service Employees' Union

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Gale Engstrom  
BC Government and Service Employees' Union

---

Michael Todd  
BC Government and Service Employees' Union

---

Karen Wickham  
BC Government and Service Employees' Union

---

Deb Wilson  
BC Government and Service Employees' Union

---

Chris Anderson, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

---

Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Lorne Rieder, Manager, Labour Relations Services  
Community Social Services Employers' Association

---

Bill Nelson, Senior Human Resources/  
Labour Relations Consultant  
Community Social Services Employers' Association

---

Dale Alexander, Executive Director  
Simon Fraser Society for Community Living

---

Graham Babonau, Executive Director  
Cranbrook Society for Community Living

---

Bill Fildes, Executive Director - Operations  
AiMHi-Prince George Association for  
Community Living

---

Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society



**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Bob Toop, National Representative  
Canadian Union of Public Employees

---

Cindy Stewart, President  
Health Sciences Association

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Josef Rieder, Senior Labour Relations  
Health Sciences Association

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Juli Rees, Director of Education  
Hospital Employees' Union

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Marilyn Rust  
Hospital Employees' Union

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Louella Vincent  
Hospital Employees' Union

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Lisa Borean, Business Representative  
International Union of Operating Engineers

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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**APPENDIX A  
WAGE GRID**

Classification	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Housekeeper	3	\$ 11.26	\$ 11.93	\$ 12.59	\$ 13.25
Janitor	3	11.26	11.93	12.59	13.25
Asleep Residential Night Worker	5	11.90	12.60	13.30	14.00
Receptionist/General Office Clerk	5	11.90	12.60	13.30	14.00
Retail Worker	5	11.90	12.60	13.30	14.00
Awake Residential Night Worker	6	12.33	13.05	13.78	14.50
Early Childhood Educator Assistant	6	12.33	13.05	13.78	14.50
Truck Driver	6	12.33	13.05	13.78	14.50
Accounting Clerk	7	13.01	13.77	14.54	15.30
Passenger Vehicle Driver	7	13.01	13.77	14.54	15.30
Secretary	7	13.01	13.77	14.54	15.30
Activity Worker	8	13.30	14.09	14.87	15.65
Child & Youth Transition House Worker	8	13.30	14.09	14.87	15.65
Cook	9	13.60	14.40	15.20	16.00
Database Clerk	9	13.60	14.40	15.20	16.00
Group Facilitator	9	13.60	14.40	15.20	16.00
School Aged Child Worker	9	13.60	14.40	15.20	16.00
Administrative Assistant	10	13.87	14.69	15.50	16.32
Bookkeeper	10	13.87	14.69	15.50	16.32
Building Maintenance Worker	10	13.87	14.69	15.50	16.32
Community Support Worker	10	13.87	14.69	15.50	16.32
Computer Technical Support Specialist	10	13.87	14.69	15.50	16.32
Early Childhood Educator	10	13.87	14.69	15.50	16.32
Employment Counsellor	10	13.87	14.69	15.50	16.32
Reconnect Worker	10	13.87	14.69	15.50	16.32
Residence Worker	10	13.87	14.69	15.50	16.32
Retail Supervisor	10	13.87	14.69	15.50	16.32
Settlement & Integration Worker	10	13.87	14.69	15.50	16.32
Transition House Worker	10	13.87	14.69	15.50	16.32
Vocational Worker	10	13.87	14.69	15.50	16.32
Adult, Youth and/or Child Worker	11	14.83	15.71	16.58	17.45
Child Care Resource & Referral Worker	11	14.83	15.71	16.58	17.45
Residential Child & Youth Worker	11	14.83	15.71	16.58	17.45
School Based Prevention Worker	11	14.83	15.71	16.58	17.45
Special Services Worker	11	14.83	15.71	16.58	17.45
Victim Service Worker	11	14.83	15.71	16.58	17.45
Vocational Counsellor	11	14.83	15.71	16.58	17.45
Administrative Supervisor	12	15.73	16.65	17.58	18.50
Family Support Worker	12	15.73	16.65	17.58	18.50
Program Coordinator 1	12	15.73	16.65	17.58	18.50
Residence Worker Senior	12	15.73	16.65	17.58	18.50
Volunteer Coordinator	12	15.73	16.65	17.58	18.50
Children Who Witness Abuse Counsellor	13	16.58	17.55	18.53	19.50
Crisis Line Coordinator	13	16.58	17.55	18.53	19.50

Classification	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Early Childhood Educator Senior	13	16.58	17.55	18.53	19.50
Accountant	14	18.22	19.29	20.36	21.43
Addictions Counsellor	14	18.22	19.29	20.36	21.43
Adult, Youth and/or Child Counsellor	14	18.22	19.29	20.36	21.43
ESL Instructor	14	18.22	19.29	20.36	21.43
Family Counsellor	14	18.22	19.29	20.36	21.43
Infant Development Consultant	14	18.22	19.29	20.36	21.43
Program Coordinator 2	14	18.22	19.29	20.36	21.43
Residence Coordinator	14	18.22	19.29	20.36	21.43
Residence Nurse	14	18.22	19.29	20.36	21.43
Stopping the Violence Counsellor	14	18.22	19.29	20.36	21.43
Supported Child Care Consultant	14	18.22	19.29	20.36	21.43
Nutritionist	15	19.98	21.15	22.33	23.50
Occupational Therapist	15	19.98	21.15	22.33	23.50
Physiotherapist	15	19.98	21.15	22.33	23.50
Behavioural Therapist	16	21.68	22.95	24.23	25.50
Clinical Counsellor	16	21.68	22.95	24.23	25.50
Speech Language Pathologist	16	21.68	22.95	24.23	25.50

\*Note: The term "hours" means:

- 1) hours worked by the employee,
- 2) hours of paid vacation,
- 3) paid holidays,
- 4) paid union leave up to twenty (20) days per year.

Point Band	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Up to 174	1				
175 -217	2				
218 - 261	3	\$11.26	\$11.93	\$12.59	\$13.25
262 - 304	4	11.48	12.15	12.83	13.50
305 - 348	5	11.90	12.60	13.30	14.00
349 - 391	6	12.33	13.05	13.78	14.50
392 - 435	7	13.01	13.77	14.54	15.30
436 - 478	8	13.30	14.09	14.87	15.65
479 - 522	9	13.60	14.40	15.20	16.00
523 - 564	10	13.87	14.69	15.50	16.32
565 - 606	11	14.83	15.71	16.58	17.45
607 - 649	12	15.73	16.65	17.58	18.50
650 - 692	13	16.58	17.55	18.53	19.50
693 - 736	14	18.22	19.29	20.36	21.43
737 - 780	15	19.98	21.15	22.33	23.50
781 - 824	16	21.68	22.95	24.23	25.50
825 - 868	17	23.80	25.20	26.60	28.00
869 - 912	18	25.50	27.00	28.50	30.00
913 - 956	19	27.20	28.80	30.40	32.00
957 - 1000	20	29.75	31.50	33.25	35.00

*Note: The Step 4 rate for unique jobs shall be determined by the JJEP and shall be subject to the increment steps above.*

**A. Implementation (Effective April 1, 2004)**

- The rates above shall be the rates for regular employees hired on or after April 1, 2004.
- Casual employees hired on or after April 1, 2004 shall be paid in accordance with Appendix A (Wage Grid).
- Casual employees hired prior to April 1, 2004 shall be paid at Step 4 of the classification in which the casual employee is working.

**B. Wage Protection**

Wage protection shall apply to regular employees hired prior to April 1, 2004, who have a pay rate greater than the Step 4 rate in Appendix A (Wage Grid), while they are in their current classifications.

Wage protection shall apply to casual employees hired prior to April 1, 2004, who are paid at Step 4 of the classification in which the casual employee is working [see Appendix A (Wage Grid)].

Wage protection applies to:

- additional straight-time hours worked by regular full-time and regular part-time employees as per Article 14.2(e) (Hours of Work) in their classification;
- overtime hours in the employee’s classification;

- statutory holidays/annual vacation pay/sick leave; and
- assignment of regular hours as per Article 24.1(c) (Job Postings) in the employee's classification.

Wage protection rates do not apply to:

- additional straight-time hours worked by regular full-time and regular part-time employees as per Article 14.2(e) (Hours of Work) in classification other than the employee's own. In such circumstances, they will be paid at Step 4 of the classification in which the employees is working.

All employees shall lose their wage protection (status) rates when:

- they post to a different classification;
- they are demoted by the Employer as a result of disciplinary action;
- regular employees achieve a casual position except where it is a temporary assignment directed by the Employer;
- they bump under layoff provisions into a different job family or into a different grid level.

### **C. Increment System (subject to B. Wage Protection)**

#### ***Regular Employees***

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a higher grid level shall be placed at the step immediately greater than her rate. Regular employees shall remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), to a lower grid level shall be placed at the step immediately lower than her rate. Regular employees shall remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees appointed, in accordance with Article 24 (Promotion and Staff Changes), within the same grid level shall retain their rate. Regular employees shall remain at that step until they meet the hours for the next step. Increment hours calculations start on the first day in the new classification.

Regular employees who are laid off and displace employees in another classification shall be placed at the rate which corresponds to the total number of hours the employee worked within the classification of the displaced employee.

#### ***Casual Employees***

A casual employee appointed, in accordance with Article 24 (Promotion and Staff Changes), to a regular position shall be placed at the appropriate step given the total number of hours the employee worked within the classification she was appointed to.

### **D. Non-Provincially Funded Positions ("NPF")**

During the term of the Collective Agreement, the Parties shall negotiate local Memoranda of Agreement that apply to NPF positions. CSSEA and CSSBA may delegate their negotiations to the local Employer and Union.

Such agreements are subject to CSSEA and CSSBA approval. If negotiations do not result in an agreement, the new terms and conditions will be resolved by Interest Arbitration using an arbitrator named in Appendix C (List of Arbitrators).

Existing memoranda and letters that apply to NPF positions shall remain in full force and effect until the above noted negotiations produce an agreement.

Any and all memoranda and letters that apply to NPF positions shall be without prejudice.

Pursuant to Memorandum of Agreement #14 (RE: Joint Job Evaluation Plan), the Parties agree that the following wage grids will be effective on March 31, 2006. Sections A through to D of Appendix A (Wage Grid) will continue to apply.

JJEP WAGE GRID MARCH 31, 2006					
Classification	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Housekeeper	3	11.61	12.29	12.98	13.66
Janitor	3	11.61	12.29	12.98	13.66
Asleep Residential Night Worker	5	12.27	12.99	13.71	14.43
Receptionist/General Office Clerk	5	12.27	12.99	13.71	14.43
Retail Worker	5	12.27	12.99	13.71	14.43
Awake Residential Night Worker	6	12.71	13.46	14.20	14.95
Early Childhood Educator Assistant	6	12.71	13.46	14.20	14.95
Truck Driver	6	12.71	13.46	14.20	14.95
Accounting Clerk	7	13.40	14.19	14.98	15.77
Passenger Vehicle Driver	7	13.40	14.19	14.98	15.77
Secretary	7	13.40	14.19	14.98	15.77
Activity Worker	8	13.72	14.53	15.33	16.14
Child & Youth Transition House Worker	8	13.72	14.53	15.33	16.14
Cook	9	14.03	14.85	15.68	16.50
Database Clerk	9	14.03	14.85	15.68	16.50
Group Facilitator	9	14.03	14.85	15.68	16.50
School Aged Child Worker	9	14.03	14.85	15.68	16.50
Administrative Assistant	10	14.31	15.15	15.99	16.83
Bookkeeper	10	14.31	15.15	15.99	16.83
Building Maintenance Worker	10	14.31	15.15	15.99	16.83
Community Support Worker	10	14.31	15.15	15.99	16.83
Computer Technical Support Specialist	10	14.31	15.15	15.99	16.83
Early Childhood Educator	10	14.31	15.15	15.99	16.83
Employment Counsellor	10	14.31	15.15	15.99	16.83
Reconnect Worker	10	14.31	15.15	15.99	16.83
Residence Worker	10	14.31	15.15	15.99	16.83
Retail Supervisor	10	14.31	15.15	15.99	16.83
Settlement & Integration Worker	10	14.31	15.15	15.99	16.83
Transition House Worker	10	14.31	15.15	15.99	16.83
Vocational Worker	10	14.31	15.15	15.99	16.83
Adult, Youth and/or Child Worker	11	15.29	16.19	17.09	17.99
Child Care Resource & Referral Worker	11	15.29	16.19	17.09	17.99
Residential Child & Youth Worker	11	15.29	16.19	17.09	17.99
School Based Prevention Worker	11	15.29	16.19	17.09	17.99
Special Services Worker	11	15.29	16.19	17.09	17.99
Victim Service Worker	11	15.29	16.19	17.09	17.99
Vocational Counsellor	11	15.29	16.19	17.09	17.99
Administrative Supervisor	12	16.21	17.16	18.12	19.07
Family Support Worker	12	16.21	17.16	18.12	19.07
Program Coordinator 1	12	16.21	17.16	18.12	19.07
Residence Worker Senior	12	16.21	17.16	18.12	19.07
Volunteer Coordinator	12	16.21	17.16	18.12	19.07
Crisis Line Coordinator	13	17.09	18.09	19.10	20.10
Early Childhood Educator Senior	13	17.09	18.09	19.10	20.10

JJEP WAGE GRID MARCH 31, 2006					
Classification	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Program Coordinator 2	14	18.78	19.88	20.99	22.09
Residence Coordinator	14	18.78	19.88	20.99	22.09

\*Note: The term "hours" means:

- 1) hours worked by the employee,
- 2) hours of paid vacation,
- 3) paid holidays,
- 4) paid union leave up to twenty (20) days per year.



PARAPROFESSIONAL** WAGE GRID MARCH 31, 2006					
Classification	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Children Who Witness Abuse Counsellor	13	17.99	19.05	20.11	21.17
Accountant	14	19.69	20.84	22.00	23.16
Addictions Counsellor	14	19.69	20.84	22.00	23.16
Adult, Youth and/or Child Counsellor	14	19.69	20.84	22.00	23.16
ESL Instructor	14	19.69	20.84	22.00	23.16
Family Counsellor	14	19.69	20.84	22.00	23.16
Infant Development Consultant	14	19.69	20.84	22.00	23.16
Residence Nurse	14	19.69	20.84	22.00	23.16
Stopping the Violence Counsellor	14	19.69	20.84	22.00	23.16
Supported Child Care Consultant	14	19.69	20.84	22.00	23.16
Nutritionist	15	21.51	22.77	24.04	25.30
Occupational Therapist	15	21.51	22.77	24.04	25.30
Physiotherapist	15	21.51	22.77	24.04	25.30
Behavioural Therapist	16	23.26	24.62	25.99	27.36
Clinical Counsellor	16	23.26	24.62	25.99	27.36
Speech Language Pathologist	16	23.26	24.62	25.99	27.36

\*\**ParaProfessional Jobs are those jobs:*

- a) *matched to any benchmark included in the ParaProfessional Wage Grid,*
- b) *integrated with a ParaProfessional benchmark,*
- c) *Layered Over a ParaProfessional benchmark, or*
- d) *rated in Grid Level 13 or higher and designated by the Joint Job Evaluation Committee as a ParaProfessional job.*

JJEP WAGE SCALE MARCH 31, 2006					
Point Band	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
Up to 174	1	11.05	11.70	12.35	13.00
175 - 217	2	11.39	12.06	12.73	13.40
218 - 261	3	11.61	12.29	12.98	13.66
262 - 304	4	11.83	12.53	13.22	13.92
305 - 348	5	12.27	12.99	13.71	14.43
349 - 391	6	12.71	13.46	14.20	14.95
392 - 435	7	13.40	14.19	14.98	15.77
436 - 478	8	13.72	14.53	15.33	16.14
479 - 522	9	14.03	14.85	15.68	16.50
523 - 564	10	14.31	15.15	15.99	16.83
565 - 606	11	15.29	16.19	17.09	17.99
607 - 649	12	16.21	17.16	18.12	19.07
650 - 692	13	17.09	18.09	19.10	20.10
693 - 736	14	18.78	19.88	20.99	22.09
737 - 780	15	20.59	21.81	23.02	24.23
781 - 824	16	22.35	23.66	24.98	26.29
825 - 868	17	24.54	25.98	27.42	28.87
869 - 912	18	26.29	27.84	29.38	30.93
913 - 956	19	28.04	29.69	31.34	32.99
957 - 1000	20	30.67	32.48	34.28	36.09

*Note: The Step 4 rate for unique jobs shall be determined by the JJEP and shall be subject to the increment steps above.*

PARAPROFESSIONAL** WAGE GRID MARCH 31, 2006					
Point Band	Grid Level	Step 1 0-2000 hours*	Step 2 2001-4000 hours*	Step 3 4001-6000 hours*	Step 4 6001 hours* onwards
650 - 692	13	17.99	19.05	20.11	21.17
693 - 736	14	19.69	20.84	22.00	23.16
737 - 780	15	21.51	22.77	24.04	25.30
781 - 824	16	23.26	24.62	25.99	27.36
825 - 868	17	25.45	26.95	28.44	29.94
869 - 912	18	27.20	28.80	30.40	32.00
913 - 956	19	28.95	30.65	32.36	34.06
957 - 1000	20	31.59	33.44	35.30	37.16

*Note: The Step 4 rate for unique jobs shall be determined by the JJEP and shall be subject to the increment steps above.*

**APPENDIX B****ARTICLE 8.2 LOCAL UNION BARGAINING COMMITTEE**

A local Union bargaining committee shall be appointed by the Union in each certification and shall consist of up to three (3) members of the Union together with the President of the Union or his/her designate. The committee shall have the right at anytime to have the assistance of members of the staff of the Union when negotiating with the Employer.

To facilitate the formation of local Union bargaining committees, the following shall apply:

1) *In the case of an agency with one (1) geographic location:*

A local Union bargaining committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or her designate.

2) *In the case of an agency with one (1) Union and multiple geographic locations:*

A local Union bargaining committee shall be appointed by the Union in each geographic location and shall consist of up to three (3) members of the Union together with the President of the Union or her designate.

3) *In the case of an agency with multiple Unions in one (1) geographic location:*

A multi-union local union bargaining committee will be appointed by the Unions. Up to three (3) committee members together with the President of the Union or her designate shall be appointed by each Union to sit on the committee.

4) *In the case of an agency with multiple Unions and multiple geographic locations:*

A multi-Union local union bargaining committee will be appointed by the Unions in each geographic location. Up to three (3) committee members together with the President of the Union or her designate shall be appointed by each Union to sit on each committee.

*Note: Poly-Party Certifications will be treated as one (1) Union for the purpose of Article 8.2 and this Appendix.*

*Geographic Location:* For the purposes of this Appendix, a geographic location is a geographic area where it is practical for multiple certifications to bargain local issues together.

Any dispute regarding the appropriate "size of a committee" or "geographic location" will be determined by the "main table" bargaining committees.

**APPENDIX C**  
**LIST OF ARBITRATORS**

Pursuant to Article 10.2 (Appointment of Arbitrator), the following individuals will hear arbitration cases.

Emily Burke  
Mervin Chertkow  
Brian Foley  
Rod Germaine  
Joan Gordon  
John Hall  
Judi Korbin  
Bob Pekeles  
Vince Ready

**MEMORANDUM OF AGREEMENT #1**

**RE: LOCAL ISSUES**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

CSSEA and CSSBA agree that the following items shall be local issues and shall be resolved as per the procedure agreed to in the protocol agreement:

1. Article 14.2(a) (b)(4), (e), and (f) (Hours of Work)
2. “*Programme*” or “*Worksite*” – as identified in Articles 13.3(a) (Layoff), 14.2(e) (Hours of Work), 14.4(b) (Meal Periods), 16.4 (Sharing of Overtime), 18.2(a) (Vacation Preferences), 24.1(c) (Job Postings)
3. Article 30.3 (Casual Call-in Procedure)
4. Client Vacations and Out of Town Assignments
5. Article 26.2 (Paydays)
6. School Based or Seasonal Program Employees
7. Special Project Employees
8. Any other issues, including any local issues that currently exist in existing certifications where CSSEA and CSSBA agree
9. Article 15.4(b) (Split Shifts)

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

---

Trudy Ames  
BC Government and Service Employees' Union

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Alan Connell  
BC Government and Service Employees' Union

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Gale Engstrom  
BC Government and Service Employees' Union

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Michael Todd  
BC Government and Service Employees' Union

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Karen Wickham  
BC Government and Service Employees' Union

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Deb Wilson  
BC Government and Service Employees' Union

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Chris Anderson, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

---

Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

---

Lorne Rieder, Manager, Labour Relations Services  
Community Social Services Employers' Association

---

Bill Nelson, Senior Human Resources/  
Labour Relations Consultant  
Community Social Services Employers' Association

---

Dale Alexander, Executive Director  
Simon Fraser Society for Community Living

---

Graham Babonau, Executive Director  
Cranbrook Society for Community Living

---

Bill Fildes, Executive Director - Operations  
AiMHi-Prince George Association for  
Community Living

---

Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Bob Toop, National Representative  
Canadian Union of Public Employees

---

Cindy Stewart, President  
Health Sciences Association

---

Josef Rieder, Senior Labour Relations  
Health Sciences Association

---

Juli Rees, Director of Education  
Hospital Employees' Union

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Marilyn Rust  
Hospital Employees' Union

---

Louella Vincent  
Hospital Employees' Union

---

Lisa Borean, Business Representative  
International Union of Operating Engineers

---

Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.



**MEMORANDUM OF AGREEMENT #2****RE: SUPERIOR BENEFITS AND PROVISIONS**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

The Parties agree that the following existing superior provisions contained in previous Collective Agreements, memoranda and other attachments, shall be maintained as outlined in the March 23, 2000 joint newsletter.

The existing superior provisions referenced in the March 23, 2000 joint newsletter are limited to:

1. Meal Allowance
2. Vehicle Allowance
3. Statutory Holidays
4. On-Call
5. Pay In Lieu of Benefits
6. Compassionate Leave
7. Sick Leave Pay Out
8. Shift Premiums
9. Call-back
10. Required Certifications
11. Vacation

The Parties further agree that the following existing superior provisions shall be maintained as outlined in previous Collective Agreements that contain such a provision:

1. Long Service Retirement Allowance
2. Article 23 – Special Days from Southern Okanagan Association for Integrated Community Living
3. Cell Phone and Pager Reimbursement
4. Seasonal Closure
5. Qualification Differential

The existing superior provisions listed above shall apply to those employees who are on record as of April 1, 2004.

Article 27 (Health and Welfare Benefits) and Article 20.2 (Special Leave) shall be standardized and the following shall apply for transitional purposes:

- (a) Eligible costs related to superior health and welfare benefits provided in Article 27 (Health and Welfare Benefits) incurred prior to April 1, 2004 shall be reimbursed in accordance with the provisions of the health and welfare benefits plans in the previous Collective Agreement.
- (b) For those Employers that had a weekly indemnity/short term disability plan, all eligible claims incurred prior to April 1, 2004 shall be honoured in accordance with the terms and conditions of the weekly indemnity/short term disability plan in the previous Collective Agreement.
- (c) All eligible illness/disability leaves approved prior to April 1, 2004 and that result in an eligible long-term disability claim shall be honoured in accordance with the terms and conditions of the previous long-term disability plan.
- (d) All special leave requests approved prior to April 1, 2004 shall be honoured in accordance with terms and conditions in the previous Collective Agreement.

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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Trudy Ames  
BC Government and Service Employees' Union

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Deb Wilson  
BC Government and Service Employees' Union

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Chris Anderson, Staff Representative, Negotiations  
BC Government and Service Employees' Union

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Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

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Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Lorne Rieder, Manager, Labour Relations Services  
Community Social Services Employers' Association

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Bill Nelson, Senior Human Resources/  
Labour Relations Consultant  
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Simon Fraser Society for Community Living

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Bill Fildes, Executive Director - Operations  
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Community Living

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Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

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Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

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Bob Toop, National Representative  
Canadian Union of Public Employees

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Cindy Stewart, President  
Health Sciences Association

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Health Sciences Association

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Louella Vincent  
Hospital Employees' Union

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Lisa Borean, Business Representative  
International Union of Operating Engineers

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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #3**

**RE: EXISTING NEW CERTIFICATIONS,  
FUTURE CERTIFICATIONS AND VARIANCES**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

The Parties agree to the following:

(1) *Existing New Certifications*

(a) Existing New Certifications are as follows:

Integra Support Services Ltd.

(b) The provisions of this Collective Agreement shall apply to existing new certifications listed above effective one (1) full calendar month following the date of ratification.

(2) *Future Certifications*

Future certifications are those that certified after March 1, 2004 and are members of CSSEA.

(3) The terms of this Collective Agreement shall be effective six (6) months after the date of certification or six (6) months after the agency is added to the Order in Council making them a member of CSSEA, whichever is later.

(4) Variances that are certified after March 1, 2004 are subject to point 2 above.

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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Trudy Ames  
BC Government and Service Employees' Union

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Deb Wilson  
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Chris Anderson, Staff Representative, Negotiations  
BC Government and Service Employees' Union

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Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

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Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Lorne Rieder, Manager, Labour Relations Services  
Community Social Services Employers' Association

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Bill Nelson, Senior Human Resources/  
Labour Relations Consultant  
Community Social Services Employers' Association

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Simon Fraser Society for Community Living

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Bill Fildes, Executive Director - Operations  
AiMHi-Prince George Association for  
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Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society

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Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

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Canadian Union of Public Employees

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International Union of Operating Engineers

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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #4**

**RE: UNION/MANAGEMENT JOINT TRAINING**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

If appropriate training material is available to enhance the ability of the Parties to resolve disputes at the local level, CSSEA and CSSBA will cooperate to provide local joint labour/management training at the request of the Union and the Employer at the local level.

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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BC Government and Service Employees' Union

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Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

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Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Community Social Services Employers' Association

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Bill Nelson, Senior Human Resources/  
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Simon Fraser Society for Community Living

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Bill Fildes, Executive Director - Operations  
AiMHi-Prince George Association for  
Community Living

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Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society



**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

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BC Government and Service Employees' Union

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Bob Toop, National Representative  
Canadian Union of Public Employees

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International Union of Operating Engineers

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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #5**

**RE: BENEFITS & RRSP ADMINISTRATION ADVISORY COMMITTEE**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

The Parties agree to establish the Benefits and RRSP Administration Advisory Committee by April 15, 2004.

The Benefits and RRSP Advisory Committee shall be composed of the following:

Three (3) CSSEA Representatives

Three (3) CSSBA Representatives

The purpose of the Benefits and RRSP Advisory Committee is to establish an ongoing consultative process through which the concerns of the Employers and the Unions with respect to the administration of the benefits and costs of benefits can be discussed and resolved.

The Committee shall have access to representatives to either the Healthcare Benefit Trust or the benefit plan as required.

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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BC Government and Service Employees' Union

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Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

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Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Community Social Services Employers' Association

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Bill Nelson, Senior Human Resources/  
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Terrace and District Community Services Society

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BC Government and Service Employees' Union

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Lisa Borean, Business Representative  
International Union of Operating Engineers

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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #6**

**RE: PROFESSIONAL RESPONSIBILITY**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

Where the previous Collective Agreement contained an express provision which addresses professional responsibility, it shall continue as a local agreement.

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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Trudy Ames  
BC Government and Service Employees' Union

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BC Government and Service Employees' Union

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Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

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Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Community Social Services Employers' Association

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Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

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Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

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Bob Toop, National Representative  
Canadian Union of Public Employees

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International Union of Operating Engineers

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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #7**

**RE: JOB SHARING**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

Where the previous Collective Agreement contained an express provision which addresses job sharing, it shall continue as a local agreement.



**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

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Trudy Ames  
BC Government and Service Employees' Union

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Alan Connell  
BC Government and Service Employees' Union

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Gale Engstrom  
BC Government and Service Employees' Union

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Michael Todd  
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Community Social Services Employers' Association

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Bill Nelson, Senior Human Resources/  
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Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #8**

**RE: RRSP CONTRIBUTIONS**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

Effective January 1, 2005, employees may opt to reduce their RRSP contributions without affecting the Employers' contribution subject to the following:

- (a) An employee must have been an employee of record on the date of ratification of the Collective Agreement;
- (b) An employee's RRSP contribution, prior to January 1, 2005 must have been greater than one percent (1%);
- (c) An employee may reduce her personal contribution to a minimum of one percent (1%);
- (d) The Employer's contribution shall remain at the level of contribution prior to January 1, 2005;
- (e) The Agreement shall cease on January 1, 2007 at which time the RRSP contributions shall revert to the terms of Article 31 (Registered Retirement Savings Plan).

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #9**

**RE: ARTICLE 19 – SICK LEAVE**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

1. The Parties agree that the accrual of one point five (1.5) days per month and the payment of sick leave credits at full pay as contained in the previous Collective Agreement has been revised as part of the overall compensation revisions to the 2003 to 2006 Collective Agreement.
2. The revised sick leave provisions as contained in the 2003 to 2006 Collective Agreement will remain in effect until such time as the Parties negotiate a full or partial restoration of the sick leave benefit levels.
3. The Parties agree that the first available monies negotiated in 2006 round of collective bargaining shall be used to restore the benefit levels contained in paragraph (1).

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.



**MEMORANDUM OF AGREEMENT #10****RE: LONG TERM DISABILITY PLAN**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

The coverage provided by the Long Term Disability Plan shall be in accordance with the recommendations pertaining to Long Term Disability issued by Donald R. Munroe, Q.C. dated May 28, 1999, and revised June 9, 1999, at page 15.

The plan shall include the following:

1. The plan shall cover eligible regular employees who have completed their probationary period and shall provide such employees with salary continuation until the age of sixty-five (65) in the event of a qualifying disability.
2. *Qualification Period* – LTD benefits are payable after the employee has been totally disabled and unable to perform the duties of her own occupation for a period greater than six (6) months.
3. *Definition of Disability*:
  - (a) To qualify for long-term disability benefits for the first twelve (12) months (excluding the qualification period), the employee must be unable, because of accident or sickness, to perform the duties of the employee's own occupation.
  - (b) To continue to qualify for long-term disability benefits beyond the twelve (12) months period referenced in (a) above, the employee must be unable to perform the duties of any gainful occupation.
4. *Coverage Amount* – seventy percent (70%) of the first twenty-eight hundred (\$2,800) of the pre-disability monthly earnings and fifty percent (50%) of the pre-disability monthly earnings above twenty-eight hundred (\$2,800) or sixty-six and two thirds percent (66-2/3%) of the pre-disability monthly earnings, whichever is more.
5. The plan shall include an “*early intervention*” program.
6. Enrolment in the plan shall be mandatory.
7. The Employer shall pay one hundred percent (100%) of the premium.

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #11**

**RE: HEALTH AND WELFARE BENEFITS ENTITLEMENT THRESHOLD**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

The Parties agree that the health and welfare benefits entitlement threshold shall be as follows:

- (a) Notwithstanding Article 27.1 (Eligibility), employees hired prior to April 1, 2004 shall retain their eligibility for health and welfare benefits provided they are in a posted position of fifteen (15) or more regularly scheduled hours per week. For these employees, the eligibility for health and welfare benefits shall be fifteen (15) or more regularly scheduled hours per week.
- (b) Existing new certifications, future certifications and variances shall be governed by Article 27.1 (Eligibility).

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United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #12****RE: ADVANCE PAYMENT OF GROUP LIFE BENEFITS**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

The guidelines regarding payment of group life benefits for terminally ill employees pursuant to Article 27.7 (Group Life and Accidental Death and Dismemberment) are as follows:

1. Death must be "*expected*" within twelve (12) months. The employee's attending physician will be required to provide sufficient medical information, including the employee's diagnosis and prognosis, to allow the group life insurance carrier to assess the life expectancy.
2. Requests for advance payments must be in writing.
3. Authorization from the Employer must be submitted with the employee's request.
4. The amount of the payment will be fifty percent (50%) of the life insurance coverage, subject to a maximum of twenty-five thousand dollars (\$25,000).
5. A signed release will be obtained from the insured employee prior to payment being made. A release is not required from designated revocable beneficiaries, as they have no legal rights to life insurance proceeds until after the insured's death. Situations involving irrevocable beneficiaries or divorce judgements will require special releases.
6. The advance payment will be deducted from the final payout in accordance with the terms, conditions and limitations of the Life Insurance Policy.

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #13**

**RE: BARGAINING UNIT WORK**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

The following will apply as a local agreement where the current Collective Agreement contains an express provision addressing bargaining unit work:

Excluded staff shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, temporary experimentation not to exceed ninety (90) days without mutual agreement, or in emergencies when regular employees are not available, and provided that the work performed does not reduce the hours of work or pay of any regular employee in the bargaining unit.

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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #14****RE: JOINT JOB EVALUATION PLAN**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*

**A. JOB EVALUATION**

A classification system for the Community Social Services Sector has been established pursuant to the following excerpt from the “RECOMMENDATIONS FOR SETTLEMENT BY THE MEDIATOR DONALD R. MUNROE, QC (JUNE 9, 1999)”:

*“The purpose of this section is to set out a process and framework to achieve:*

- 1. Wage parity with Community Health Workers;*
- 2. Standardization of wages in the Social Services Sector; and*
- 3. Elimination of gender-based wage discrimination.*

*Recognizing that wage inequities currently exist within the Social Services Sector and that Parties are committed to implementing equity changes as quickly as possible to eliminate the inequities, the Parties agree to the following:*

*(a) The job evaluation plan will be developed as per the Memorandum of Agreement (Addendum – Job Evaluation Plan)*

*(b) The Parties shall meet no later than April 1, 2000 to determine how the funds referred to in (d) below shall be applied using the job evaluation plan and the principle of addressing classifications with the largest disparities first as a guide for application.*

*(c) Effective October 1, 1999, interim equity adjustment of two point five percent (2.5%) of straight-time salary payroll shall be applied in a manner that ensures a minimum of fifty cents (50¢)/hour will be applied to all positions other than those which are RCW and equivalent positions. This application methodology provides limited flexibility to address particularly skewed hourly rates. This also provides certain RCW or equivalent positions interim equity adjustments in circumstances where they may not otherwise be entitled to adjustments pursuant to the Addendum – Interim Equity Wage Grid.*

*(d) There will be equity adjustments effective as follows:*

<i>October 1, 2000</i>	<i>2.5% of straight-time salary payroll</i>
<i>October 1, 2001</i>	<i>2.5% of straight-time salary payroll</i>
<i>October 1, 2002</i>	<i>2.5% of straight-time salary payroll”</i>

The Parties agree that the classification system established by the Joint Job Evaluation Committee will be in effect for all employees covered by this Collective Agreement.

**B. EQUITY ADJUSTMENTS**

The Parties subscribe to the principle of equal pay for work of equal value. The Parties will continue to move towards the mutual goal of the Community Social Services Sector achieving the objectives set out in Sections A(1), (2) and (3) above, as follows:

- (a) The Parties agree that effective March 31, 2006, an equity adjustment of three million dollars (\$3,000,000), which replaces the October 1, 2002 equity distribution referenced in Section A (d) above, will be combined with an additional three point one million dollars (\$3,100,000), for a total of six point one million dollars (\$6,100,000).
- (b) These monies shall be applied to the rates in accordance with the principles of this Appendix and the Joint Job Evaluation Plan and shall be allocated addressing classifications with the largest disparities first. The Parties shall complete no later than April 1, 2004 the wage grid that results from the application of these funds.
- (c) Any future pay equity adjustments shall be allocated consistent with Section B (b) above until the wage rates for the Community Social Services Sector reach the appropriate rates.
- (d) Effective April 1, 2004, successful reconsiderations of the 2001 benchmarks and unique job assignments will move to the October 1, 2001 rates. The Parties agree that a one (1) time lump sum of one point five million dollars (\$1,500,000) shall be made available to the Joint Job Evaluation Committee on April 1, 2005. This amount shall be distributed to the aforementioned successful reconsideration employees to address the retroactivity for these employees prior to April 1, 2004. In no event will the payment be made for hours worked prior October 1, 2002.
- (e) The Parties will meet no later than May 1, 2004 to continue discussions to ensure preparedness for the expeditious distribution of any future monies that may be negotiated and available in subsequent Collective Agreements.

In the event that a provision in this Appendix is not complied with, Vince Ready shall have jurisdiction to resolve any disputes arising out of the implementation of this Appendix and shall be seized of any matters arising pursuant to the JJEP as outlined in the 1998 – 2003 Collective Agreement.

**ORIGINALS SIGNED ON BEHALF OF  
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Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.



**MEMORANDUM OF AGREEMENT #15**

**RE: WORK LOCATION**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

Where the previous Collective Agreement contained an express provision which addresses work location, it shall continue as a local agreement.

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Deb Wilson  
BC Government and Service Employees' Union

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Chris Anderson, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

---

Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Lorne Rieder, Manager, Labour Relations Services  
Community Social Services Employers' Association

---

Bill Nelson, Senior Human Resources/  
Labour Relations Consultant  
Community Social Services Employers' Association

---

Dale Alexander, Executive Director  
Simon Fraser Society for Community Living

---

Graham Babonau, Executive Director  
Cranbrook Society for Community Living

---

Bill Fildes, Executive Director - Operations  
AiMHi-Prince George Association for  
Community Living

---

Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

---

Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Bob Toop, National Representative  
Canadian Union of Public Employees

---

Cindy Stewart, President  
Health Sciences Association

---

Josef Rieder, Senior Labour Relations  
Health Sciences Association

---

Juli Rees, Director of Education  
Hospital Employees' Union

---

Marilyn Rust  
Hospital Employees' Union

---

Louella Vincent  
Hospital Employees' Union

---

Lisa Borean, Business Representative  
International Union of Operating Engineers

---

Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 16<sup>th</sup> day of February, 2004.

**MEMORANDUM OF AGREEMENT #16**

**RE: CONTINUITY OF SERVICE AND EMPLOYMENT**

*between*

*Community Social Services Employers' Association (CSSEA)*

*and*

*Community Social Services Bargaining Association of Unions (CSSBA)*

The Parties agree to abide by the Continuity of Service and Employment Memorandum which was signed on February 15, 2004 and expires on March 31, 2006.

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

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George Heyman, President  
BC Government and Service Employees' Union

---

James Cavalluzzo, Bargaining Committee Chair  
BC Government and Service Employees' Union

---

Trudy Ames  
BC Government and Service Employees' Union

---

Alan Connell  
BC Government and Service Employees' Union

---

Gale Engstrom  
BC Government and Service Employees' Union

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Michael Todd  
BC Government and Service Employees' Union

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Karen Wickham  
BC Government and Service Employees' Union

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Deb Wilson  
BC Government and Service Employees' Union

---

Chris Anderson, Staff Representative, Negotiations  
BC Government and Service Employees' Union

---

Brent Camilleri, Staff Representative, Classifications  
BC Government and Service Employees' Union

**ORIGINALS SIGNED ON BEHALF  
OF CSSEA:**

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Rick Mowles, Chief Executive Officer  
Community Social Services Employers' Association

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Lorne Rieder, Manager, Labour Relations Services  
Community Social Services Employers' Association

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Bill Nelson, Senior Human Resources/  
Labour Relations Consultant  
Community Social Services Employers' Association

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Dale Alexander, Executive Director  
Simon Fraser Society for Community Living

---

Graham Babonau, Executive Director  
Cranbrook Society for Community Living

---

Bill Fildes, Executive Director - Operations  
AiMHi-Prince George Association for  
Community Living

---

Marilyn Lissmore, Executive Director  
Terrace and District Community Services Society

**ORIGINALS SIGNED ON BEHALF OF  
THE ASSOCIATION OF UNIONS:**

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Chris Mullen, Staff Representative, Negotiations  
BC Government and Service Employees' Union

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Bob Toop, National Representative  
Canadian Union of Public Employees

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Cindy Stewart, President  
Health Sciences Association

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Josef Rieder, Senior Labour Relations  
Health Sciences Association

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Juli Rees, Director of Education  
Hospital Employees' Union

---

Marilyn Rust  
Hospital Employees' Union

---

Louella Vincent  
Hospital Employees' Union

---

Lisa Borean, Business Representative  
International Union of Operating Engineers

---

Debbie Kamal Ali, Labour Relations Officer  
British Columbia Nurses' Union

---

Charmaine Osborne, President, Local 8637  
United Steelworkers of America

Dated this 15<sup>th</sup> day of February, 2004.

**INFORMATION APPENDIX A****THE FOLLOWING HAS BEEN APPENDED TO THE COLLECTIVE AGREEMENT FOR  
INFORMATION PURPOSES ONLY****DENTAL AND EXTENDED HEALTH PLAN****PREAMBLE**

Please note that this document is presented for information purposes and is subject to errors and omissions. It describes the Dental and Extended Health benefits to be provided on the effective date, subject to the Collective Agreement, the Pacific Blue Cross Dental and Extended Health Plans, and the Healthcare Benefit Trust.

**(a) Dental Plan**

Eligible expenses under the dental plan benefit are:

**(1) Part A. Basic Services** - 100% reimbursement for:*Diagnostic Services*

Procedures to determine the dental treatment required, including the following:

- examinations and consultations;
- one (1) standard examination every nine (9) months except dependent children [up to age nineteen (19)] twice in any calendar year;
- one (1) complete examination in any three (3) year period, provided that no other examination has been paid by this Plan on the employees behalf in the preceding six (6) months;
- x-rays, up to the maximum established by the carrier for the calendar year;
- full mouth x-rays once in any three (3) year period.

*Endodontic Services*

- Root canals
- Major restorative services
- Inlays, onlays and gold foils, but only when no other material can be used satisfactorily. Pre-approval by the carrier is recommended. If gold is used where another material can be used, the employee will be responsible for additional costs.

*Periodontic Services*

Procedures for the treatment of gums and bones surrounding and supporting the teeth, but not including tissue grafts.

*Preventive Services*

Procedures to prevent oral disease, including the following:

- cleaning and polishing of teeth (prophylaxis) twice in any calendar year for dependent children up to age nineteen (19) and every nine (9) months for adults;
- fluoride application twice in any calendar year for dependent children up to age nineteen (19) and every nine (9) months for adults;
- space maintainers intended to maintain space but not to obtain more space;
- sealants (pits and fissures); limited to once per tooth within a two (2) year period.

*Repairs to Bridges and Dentures (Prosthetics)*

Procedures for the repair of bridges, as well as the repair or reline of dentures by either a dentist or a licensed dental mechanic. Relines will not be covered more often than once in any two (2) year period. Costs of temporary dentures are not eligible for payment.

*Restorative Services*

- Procedures for filling teeth, including stainless steel crowns;
- If the employee chooses to have white fillings in back teeth, she will be responsible for any additional costs.

*Surgical Services*

- Procedures to extract teeth as well as other surgical procedures performed by a dentist.

**(2) Part B. Major Reconstruction**

Those services required for major reconstruction or replacement of deteriorated or missing teeth. A service provided under Part B is eligible for payment only once in any five (5) year period.

The Plan will pay sixty percent (60%) of:

- *Crowns*

Rebuilding natural teeth where other basic material cannot be used satisfactorily. Certain materials will not be authorized for use on back teeth. Pre-approval by the carrier is recommended.

- *Dentures (Removable Prosthetics)*

The artificial replacement of missing teeth with dentures: full upper and lower dentures or partial dentures of basic, standard design and materials. Full dentures may be obtained from either a dentist or licensed dental mechanic. Partial dentures may only be obtained from a dentist.

- *Crowns and Bridges (Fixed Prosthetics)*

The artificial replacement of missing teeth with a crown or bridge.



(3) *Part C. Orthodontic Services*

The Plan will pay sixty percent (60%) of:

- The costs of orthodontics to a lifetime maximum of two thousand seven hundred and fifty dollars (\$2750) per patient with no run-offs for claims after termination of employment. An employee is eligible for orthodontic services after twelve (12) months participation in Part C.

Pre-approval by the carrier is necessary.

## EXCLUSIONS

(a) The dental plan benefit does not cover the following:

- (1) Cosmetic dentistry, temporary dentistry, oral hygiene instruction, tissue grafts, drugs and medicines.
- (2) Treatment covered by the Workers' Compensation Board, BC Medical Services Plan, or other publicly supported plans.
- (3) Services required as a result of an accident for which a third Party is responsible.
- (4) Charges for completing forms.
- (5) Implants.
- (6) Fees in excess of the carrier Dental Fee Schedule No. 2, or fees for services which are not set out in the Dental Fee Schedule.
- (7) Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.
- (8) Expenses resulting from intentionally self-inflicted injuries, while sane or insane.
- (9) Charges for unkept appointments.
- (10) Charges necessitated as a result of a change of dentist, except in special circumstances.
- (11) Room charges and some anaesthetics.
- (12) Expenses incurred prior to eligibility date or following termination of coverage.
- (13) Charges for services related to the functioning or structure of the jaw, jaw muscle, or temporomandibular joint.

(b) *Extended Health Plan*

The Employer shall pay one hundred per cent (100%) of the premiums for the extended health care plan that will cover the employee, her spouse and dependent children. There is no lifetime maximum.

The deductible is forty-five dollars (\$45) per calendar year per person or family.

The plan will provide a Direct Pay card for prescription medications. Prescription drug coverage is tied to Pharmacare.

Eligible expenses will be reimbursed at eighty percent (80%) for the first one thousand dollars (\$1,000) per calendar year and one hundred percent (100%) of expenses over one thousand dollars (\$1,000) and one hundred percent (100%) out-of-province / out-of-country emergency expenses.

The extended health care plan will cover eligible expenses up to the following amounts (per person per calendar year unless otherwise noted):

- (1) *Acupuncturist* - Fees of an approved acupuncturist up to five hundred dollars (\$500)\* per year per person.
- (2) *Ambulance* - Cost of an ambulance in an emergency from the place where the sickness or injury occurs to the nearest acute care hospital with adequate facilities to provide the required treatment (including transportation by railroad, boat or airplane or air-ambulance in an acute emergency). This benefit also covers the round trip fare for one attending person (doctor, nurse, first aid attendant) where necessary.
- (3) *Chiropractor* - Fees of a registered chiropractor up to five hundred dollars (\$500)\* per person per year but not including the cost of x-rays taken by a chiropractor. Note: reimbursed at ten dollars (\$10) per visit for the first twelve (12) visits in a calendar year, subject to the deductible and co-insurance.
- (4) *Dentist* - Fees of a dentist for repairs, including replacement, of natural teeth that have been injured accidentally while the person is covered under this extended health care benefit. The treatment needed must be obtained within one year of the date of the accident. Orthodontic services are not covered under this extended health care benefit, neither are any amounts paid or payable by a dental benefit or any charges which exceed the carrier dental fee schedule.
- (5) *Diabetic Supplies and Equipment* - Needles, syringes and testing supplies; blood glucose monitors (lifetime maximum two hundred and fifty dollars (\$250))\*; insulin infusion pumps when basic methods are not feasible (physician's letter required). Pre-authorization from the carrier is required for any expense in excess of five thousand dollars (\$5,000)\*.
- (6) *Employment Medical Examinations* - Charges of a physician for a medical examination required by a statute or regulation of government for employment purposes providing such charges are not payable by the Employer.
- (7) *Hearings Aids* - Cost of purchasing hearing aids when prescribed by a certified ear, nose and throat specialist. The maximum is six hundred dollars (\$600)\* per forty-eight (48) months. This benefit includes repairs but does not include payment for maintenance, batteries, recharging devices or other such accessories. Note: coverage for dependent students ceases at age twenty-five (25).
- (8) *Hospital Room Charges* - Charges for occupying a private or semi-private room in an acute care hospital but not including rental of a television, telephone, etc.
- (9) *Massage Therapist* - Fees of a registered massage therapist up to five hundred dollars (\$500)\* per person per year. Note: reimbursed at ten dollars (\$10) per visit for the first twelve (12) visits in a calendar year, subject to the deductible and co-insurance.
- (10) *Medical Equipment Rental* - Rental costs unless purchase is more economical of durable medical equipment including hospital beds. Wheelchairs or scooters are eligible expenses only if a physician certifies that these appliances are the sole means of mobility. Electric wheelchairs are covered only when the physician certifies that the patient cannot operate a manual chair. TENS and TEMS when prescribed by a physician. Pre-authorization from the carrier is required for any expenses in excess of five thousand dollars (\$5,000)\*.

- (11) *Naturopath* - Fees of a registered naturopath or up to five hundred dollars (\$500)\* per person per year but not including the cost of x-rays taken by a naturopath. Note: reimbursed at ten dollars (\$10) per visit for the first 12 visits in a calendar year, subject to the deductible and co-insurance.
- (12) *Orthopaedic Shoes* - Shoes which are not available for general purchase and which are intended to modify or correct a disability, including orthotics up to five hundred dollars (\$500)\* per person per year for adults and three hundred dollars (\$300)\* per person per year for children prescribed by a physician or podiatrist.
- (13) *Out-of-province/out-of-country medical emergencies* - In the event of an emergency while travelling outside of British Columbia/Canada, the plan covers:
- Reasonable charges for physician's services, less any amounts paid or payable by the BC Medical Services Plan.
  - Hospital room charges, less any amounts paid or payable by BC Hospital Programs. This benefit includes charges for a private or semi-private rooms (if actually occupied and if a ward room is not available or if required by a physician) and short stays as well as hospital co-coverage, but not including rental of TV, telephone, etc.
- (14) *Paramedical Items and Prosthetic Devices* - Oxygen, blood, blood plasma, artificial limbs or eyes, crutches, splints, casts, trusses, braces and ostomy or ileostomy supplies. Myoelectrical limbs are excluded but the carrier will pay the equivalent of a standard prosthesis.
- (15) *Physiotherapist* - Fees of a registered physiotherapist up to five hundred dollars (\$500)\* per person per year. Note: reimbursed at ten dollars (\$10) per visit for the first twelve (12) visits in a calendar year, subject to the deductible and co-insurance.
- (16) *Podiatrist* - Fees of a registered podiatrist up to five hundred dollars (\$500)\* per person per year but not including the costs of x-rays taken by a podiatrist. Note: reimbursed at ten dollars (\$10) per visit for the first twelve (12) visits in a calendar year, subject to the deductible and co-insurance.
- (17) *Prescription Drugs* - Costs of prescription drugs purchased from a licensed pharmacy. This benefit does not include oral contraceptives, contraceptive devices, erectile dysfunction drugs, preventative vaccines, vitamin injections, food supplements, drugs which can be bought without a prescription or drugs not been authorized for payment by the director of the Pharmacare program.
- (18) *Psychologist* - Fees of a registered psychologist, registered clinical counsellor or registered social worker up to five hundred dollars (\$500)\*, combined, per person per year.
- (19) *Registered Nurse* - Fees of a registered nurse (who is not related to the employee) for special duty nursing in acute cases where the service is recommended by a physician. If the service is performed in a hospital, this benefit does not cover the fees of a registered nurse who is employed by the hospital.
- (20) *Speech Therapist* - Fees of a registered speech therapist when referred by a physician up to five hundred dollars (\$500)\* per person per year.
- (21) *Surgical Stockings and Brassieres* - Two (2) pairs of stockings per person per calendar year, one (1) brassiere per person per calendar year when required as a result of medical treatment for injury or illness.

(22) *Vision Care* - Expenses of prescribed eyeglasses and/or frames or prescribed contact lenses up to (two hundred and twenty-five dollars (\$225))\* per person every twenty-four (24) months. Note: coverage for dependent students ceases at age twenty-five (25).

(23) *Wigs or Hairpieces* - Expenses of wigs or hairpieces when required as a result of medical treatment or injury up to a lifetime maximum of five hundred dollars (\$500)\* per person.

(24) *Worldwide Emergency Medical Assistance* - Emergency medical referral services for travellers.

*\*The employee will be reimbursed up to eighty percent (80%) of this maximum [after the forty-five dollars (\$45) deductible has been satisfied for the calendar year].*

## EXCLUSIONS

(a) The Extended Health benefit does not cover the following:

(1) Charges for benefits, care or services payable by or under the BC Medical Services Plan, Pharmacare, Hospital Programs, or any public or tax supported agency. This applies in all cases, whether a claim is made or not.

(2) Charges for benefits, care or services payable by or under any other authority such as ICBC, travel coverage plans, etc. This applies in all cases, whether a claim is made or not.

(3) Charges for a physician except as described in Eligible Expense for out-of-province/out-of-country emergencies.

(4) Charges for dental services except as described in Eligible Expense for Dentist.

(5) Expenses contributed to, or caused by, occupational disabilities which are covered by the Workers' Compensation Board.

(6) Charges for services and supplies of an elective (cosmetic) nature.

(7) Expenses resulting from war or an act of war; participation in a riot or civil insurrection; commission of an unlawful act.

(8) Expenses resulting from injury or illness which was intentionally self-inflicted, while sane or insane.

(9) Any portion of a specialist's fee not allowable under the BC Medical Services Plan due to non-referral, or any amount of fees charged by any practitioner in excess of the recognized fees for such service.

(10) Charges for batteries and re-charging devices.

(11) Expenses relating to the repatriation of a deceased employee and/or dependent.

(12) Expenses incurred by a pregnant person while travelling outside of Canada within twenty-one (21) days of expected delivery date.

(13) Expenses not specifically covered under the carrier contract.

- (14) Charges for eye examinations.

**INFORMATION APPENDIX B****UNSAFE WORK****THE FOLLOWING HAS BEEN APPENDED TO THE COLLECTIVE AGREEMENT FOR INFORMATION PURPOSES ONLY****Sections 3.12 and 3.13 of the *Workers' Compensation Act*****3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
  - (i) a worker member of the joint committee,
  - (ii) a worker who is selected by a trade union representing the worker, or
  - (iii) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

**3.13 No Discriminatory Action**

- (1) A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the *Workers' Compensation Act* because the worker has acted in compliance with Section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

*Note: The prohibition against discriminatory action is established in the Workers' Compensation Act Part 3, Division 6, Sections 150 through 153. These sections of the Act are reproduced in the Introduction to the print version of Book 1 of the Occupational Health and Safety Regulation, on pages xviii-xix.*

**INFORMATION APPENDIX C****JOB FAMILIES****THE FOLLOWING HAS BEEN APPENDED TO THE COLLECTIVE AGREEMENT  
FOR INFORMATION PURPOSES ONLY****Administrative, Finance & Technical**

Accountant  
Accounting Clerk  
Administrative Assistant  
Administrative Supervisor  
Bookkeeper  
Computer Technical Support Specialist  
Database Clerk  
Receptionist/General Office Clerk  
Secretary

**Graduate Degrees & Licensed Professionals**

Behavioural Therapist  
Clinical Counsellor  
Nutritionist  
Occupational Therapist  
Physiotherapist  
Residence Nurse  
Speech Language Pathologist

**Counsellors & Consultants**

Addictions Counsellor  
Adult, Youth and/or Child Counsellor  
Children Who Witness Abuse Counsellor  
Employment Counsellor  
ESL Instructor  
Family Counsellor  
Infant Development Consultant  
Stopping the Violence Counsellor  
Supported Child Care Consultant  
Vocational Counsellor

**Operation Support**

Building Maintenance Worker  
Cook  
Housekeeper  
Janitor  
Passenger Vehicle Driver  
Retail Supervisor  
Retail Worker  
Truck Driver

**Front Line Workers**

Activity Worker  
Adult, Youth and/or Child Worker  
Asleep Residential Night Worker  
Awake Residential Night Worker  
Child and Youth Transition House Worker  
Child Care Resource and Referral Worker  
Community Support Worker  
Early Childhood Educator  
Early Childhood Educator Assistant  
Early Childhood Educator, Senior  
Family Support Worker  
Group Facilitator  
Reconnect Worker  
Residence Worker  
Residence Worker, Senior  
Residential Child and Youth Worker  
School Aged Child Worker  
School Based Prevention Worker  
Settlement and Integration Worker  
Special Services Worker  
Transition House Worker  
Victim Service Worker  
Vocational Worker

**Supervisors & Coordinators**

Crisis Line Coordinator  
Program Coordinator 1  
Program Coordinator 2  
Residence Coordinator  
Volunteer Coordinator

**INFORMATION APPENDIX D**  
**CONTINUITY OF SERVICE AND EMPLOYMENT MEMORANDUM**

*between*  
*Community Social Services Employers' Association (CSSEA)*  
*and*  
*Community Social Services Bargaining Association of Unions (CSSBA)*  
*and*  
*The Province of British Columbia*

**Definitions**

To the extent that this memorandum of agreement (“*the MOU*”) does not otherwise define a word or phrase, the definitions in the *Labour Relations Code* and the *Community Services Labour Relations Act* apply.

In the MOU:

“*Contracting*” includes requests for proposals, other tendering activity, and contracts entered into, where the successful proponent will provide substantially the same services as those being provided by a CSSEA member. The term does not include, however, arrangements to provide new programs or services; the use of volunteers or family home providers; the direct funding of individuals or families; or the awarding of contracts or transferring services or programs to aboriginal agencies.

“*CSSEA member*” means an employer designated as a social services employer under the Public Sector Employers Act, and includes agencies and Authorities.

“*Employee*” means a regular employee (fulltime or part time) in a bargaining unit of a CSSEA member.

“*MCFD*” means the Ministry of Child and Family Development.

**General Principles**

The purpose of the MOU is to promote client service and employment continuity.

Contracting must comply with the principles and processes set out in the MOU.

Nothing in the MOU in any way restricts the right of CSSEA members to contract out as provided for under the Health and Social Services Delivery Improvement Act.

No party to the MOU will ask an arbitrator or other tribunal to find that MCFD, an Authority or an agency is a “*true employer*” or “*common employer*” as a result of provisions of the MOU.

The MOU does not operate with respect to any contracting commenced prior to February 15, 2004, and it expires for all purposes on March 30, 2006.

**Service And Employment Continuity**

The following provisions apply to contracting by the MCFD and by CSSEA members.

- Where services are being provided by CSSEA members as of February 15, 2004, MCFD and CSSEA members will enter into contracts with respect to those services only
  - (a) with CSSEA member, or



- (b) with proponents who, although not current CSSEA members, agree to be designated as CSSEA members (i.e. for purposes of the employees providing the contracted services) if and when they are awarded the contract.
- Where an employee's services are no longer required as a result of contracting, the employee is entitled to priority hiring over external applicants, with the successful proponent (hereinafter "*the receiving employer*") in accordance with the following provisions:
    - (a) The receiving employer will determine the number and manner of vacancies created in the program.
    - (b) Displaced employees wishing priority access must submit an application for employment. This provision does not preclude casual employees from receiving work where work is available.
    - (c) Displaced employees will be interviewed and assessed, and to be eligible for hire, they must meet the receiving employer's required qualifications, as per the Collective Agreement, and have the present capability to perform the work. Employees on leave at the time of contracting will be assessed by the receiving employer for a vacancy, at the end of their leave, per the Collective Agreement.
    - (d) Accepted employees will receive credit for service and port their seniority. This will include casual employees where they are offered work.
    - (e) In the event several employees are interested in a single position, the successful candidate will be determined by the receiving employer, pursuant to the Collective Agreement.
    - (f) Where employees are integrated into an existing certification, the employees will be represented by the union representing the employees in that certification and will receive the terms and conditions of employment applicable to that certification.
    - (g) Grievances arising from this Memorandum are with the receiving employer.

*This Memorandum of Agreement is subject to the ratification by CSSEA and CSSBA of their tentative agreements pursuant to their Memorandum dated February 15, 2004.*

***Originals Signed on behalf of the Parties on February 15, 2004.***