COLLECTIVE AGREEMENT BETWEEN

CHRYSALIS DRUG AND ALCOHOL ABUSE RECOVERY SOCIETY

NEW DAWN (1st stage stabilization home) NEW DAY (Transitional support recovery home) NEW WAY (Transitional support recovery home)

AND HOSPITAL EMPLOYEES' UNION



July 30, 2024 - July 29, 2027

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The Union and the Employer recognize that the Employer's workplaces are recovery homes for women and places to provide stability to those women in a safe, non-judgmental living environment. They recognize the right of residents to uninterrupted, skilful and efficient service, and to privacy and dignity. They recognize the right of employees and the Employer to be treated fairly and with respect. They agree that it is important to maintain harmonious relations in the workplace.

This Collective Agreement is intended to help fulfil these principles. It describes the rights and obligations of the Employer, and the terms and conditions of employment for bargaining unit employees employed by the Employer. It provides tools for the orderly and expeditious resolution of issues that arise, concerning those rights, obligations and terms of employment.

1.02 No Discrimination, Bullying or Harassment

- (a) The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia, the *Workers Compensation Act* and the relevant policies published by WorkSafeBC.
- (b) The Union and the Employer recognize the right of employees to work in an environment free from bullying and harassment, and, consistent with the Employer's policies and WorkSafeBC requirements, the Employer shall take such actions as are reasonable with respect to any person employed by the Employer who is found to have engaged in bullying or harassment in the workplace.
- (c) Bullying and harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated.
- (d) Reasonable actions of a manager or supervisor relating to the management and direction of employees or the place of employment – such as assigning work, providing feedback to

employees on work performance, and issuing disciplinary action where there is just cause – do not constitute bullying or harassment.

(e) Sexual harassment is a serious form of harassment.

1.03 Procedure for Filing Complaints

- (a) An employee who wishes to pursue a concern arising from alleged bullying or harassment may register a complaint in writing with the Employer (or through the Union to the Employer designate) in accordance with the Employer's policies.
- (b) The Employer shall take reasonable steps to investigate and address any bullying or harassment complaints in a timely manner in accordance with the Employer's policies.
- (c) Unresolved complaints of bullying or harassment may be pursued through the grievance procedure initiated after this procedure under the Employer's policies has been completed.
- (d) Both the complainant and the alleged bully or harasser shall be entitled to Union representation if they are members of the bargaining unit.

ARTICLE 2 - RECOGNITION OF THE UNION

2.01 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

2.02 Union Shop

All employees who are covered by the Union's certification shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's certification, including newly hired employees, shall become members of the Union by the first day of the third bi-weekly pay period after their initial date of employment in the bargaining unit.

Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union Dues, or an amount equal to Union Dues, shall be terminated by the Employer from their employment.

In the event an employee is terminated pursuant to this section, the following contract provisions shall not be applicable to the employee:

- Article 7.6 Grievance Procedure
- Article 7.7 Dismissal/Suspension for Alleged Cause
- Article 17 Layoff

2.03 Union Check-off

The Employer agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees, and written assignments of amounts equal to Union Dues.

The check-off monies deducted in accordance with the above paragraph shall be remitted to the Union by the Employer in a period not to exceed twenty-one (21) days after the date of deduction.

In January and July of every year, the Employer shall provide the Union with a list of all employees in the bargaining unit, including their name, home address, home phone number, home email address (if available), job title/class, shift (if applicable), and date of hire, together with their employee status. Such information shall be provided in an electronic format, such as Microsoft Excel, and will be provided by email to memberupdates@heu.org.

On a monthly basis, the Employer shall provide the Union with a list of all employees who have left the employment of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month.

The Employer agrees to sign into the Union all new employees whose jobs are covered by the Certificate of Bargaining Authority in accordance with the provisions of Article 2.02.

The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income Tax T4 slips.

2.04 Induction

The Employer shall provide a copy of this agreement to newly hired employees within the first thirty (30) days of employment and, if a Shop Steward is on shift, shall introduce newly hired employees to a Union Shop Steward in the workplace. If a Shop Steward is on shift, the Shop Steward will be given an opportunity, not to exceed fifteen (15) minutes, to talk to the new employee. The new employee and the Shop Steward will not have wages or benefits deducted during this time.

2.05 Shop Stewards

The Employer agrees to the operation of a Shop Steward system which shall be governed by the following:

- (a) Shop Stewards may be appointed by the Union.
- (b) The Employer is to be kept advised of all Shop Steward appointments, in writing.
- (c) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist with the presentation of any grievances.
- (d) A Shop Steward or Union Committee member shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward or Union Committee's scheduled hours of work. The Shop Steward or Union Committee member shall obtain the permission of their immediate supervisor or designate, prior to leaving their work duties to undertake their Union responsibilities. Such permission shall not be unreasonably withheld.

2.06 Badges and Insignia

Employees are permitted to wear Union pins or Shop Steward badges.

2.07 Bulletin Boards

The Employer shall provide a bulletin board in a conspicuous location for the sole use of the Union.

2.08 Notice of Union Representative Visits

The Union recognizes the right and expectations to privacy and confidentiality of the Employer's clients; therefore, the Union shall provide reasonable notice to the Employer of their desire to visit the workplace. The Employer shall grant permission to the Union to visit the workplace when clients are absent from the workplace.

ARTICLE 4 - MANAGEMENT RIGHTS

The management of the Employer's business, and the direction of the working forces including, but not limited to, the hiring, firing, lay-off, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

Without limiting the generality of the foregoing, the Union agrees that all employees shall be governed by all rules adopted by the Employer and communicated to employees, provided such rules are not in conflict with this Agreement.

ARTICLE 5 - LEGAL PICKET LINE

An employee's refusal to cross a legally established picket line shall not constitute cause for discipline or dismissal. An employee who refuses to cross a legally established picket line shall be considered to be absent without pay.

ARTICLE 6 - DISCUSSION OF DIFFERENCES

6.01 Union Committee

The Union shall appoint and maintain a committee comprising of two (2) persons plus alternates who are employees of the Employer, and the Secretary-Business Manager, or their representative, which shall be known as the Union Committee. The Union at all times shall keep the Employer informed of the individual membership of the Committee.

6.02 Union/Management Meetings

The parties, shall, as occasion warrants, meet for the purpose of discussing and negotiating a speedy settlement of any issue, grievance or dispute arising between the Employer and the employee(s). All meetings shall be held as promptly as possible on request of either party at a location to be mutually agreed or virtually.

The time spent by Shop Stewards or Union Committee Members at meetings shall be considered as time worked and shall be paid in accordance with the provisions of the Collective Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Union Representation

Shop Stewards shall be permitted to represent an employee's interests, without loss of pay, when such meetings are scheduled during the Shop Steward's hours of work, subject to Article 2.05.

7.02 Grievance Investigations

Where an employee has asked to be represented by the Union in relation to the presentation of a grievance and a Shop Steward wishes to discuss the grievance with that employee, the employee and the Shop Steward shall be given reasonable time off without loss of pay for this purpose when the discussion takes place during the Shop Steward's scheduled hours of work, subject to Article 2.05.

Employees are entitled to be represented by a Shop Steward at any meeting between the Employer and an employee where disciplinary action is to be taken, or where the Employer is investigating whether disciplinary action should be taken. The Employer will advise employees of this right before any such meeting.

Where possible, the Employer shall provide an employee with reasonable advance notice of such meetings.

7.03 Right to Grieve Disciplinary Action

- (a) An employee may grieve any disciplinary document. An employee shall be given a copy of any such document placed on the employee's HR file. Should an employee dispute any such entry in their HR file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their HR file.
- (b) Discipline will be removed from the employee's HR file after the expiration of twenty-four (24) months from the date it was issued provided no other discipline was issued during that time. In the case of discipline for misconduct involving clients, the foregoing time limit may be extended by the Employer to a maximum of thirty-six (36) months. The employee must be informed of this decision at the time of the discipline.
- (c) The Employer agrees not to introduce as evidence in any hearing any document from the HR file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter. For clarity, this does not restrict the Employer from relying on documents not placed in the employee's HR file, provided said documents are disclosed to the Union prior to the hearing or are otherwise admitted by the arbitrator.

7.04 Job Review

Once annually, the Employer will carry out a formal review of each employee at a meeting. In advance of the meeting, the employee will complete a self-evaluation. At the meeting, the employee will

have an opportunity to present their self-evaluation and provide input or feedback to the Employer. The employee shall receive a copy of the performance review report following the meeting and shall have seven (7) days to review the report and provide any additional comments or feedback in writing, which will be placed on the employee's personnel file. A performance review report shall not be changed after an employee has received it, without the knowledge of the employee, and any such changes without employee knowledge shall be subject to the grievance procedure.

7.05 Personnel File

An employee, or a designated representative of the Union with the written authority of the employee, shall be entitled to review the employee's personnel file and make copies in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or the Secretary-Business Manager of the Union (or a designated representative), as the case may be, shall give the Employer seven (7) calendar days written notice prior to examining the file.

The personnel file shall not be made public or be shown to any other individual without the employee's written consent, except in accordance with the *Personal Information Protection Act*, the proper operation of the Employer's business (including the provision of employment references to other Employers), for purposes of the proper application of this Agreement, and/or as otherwise required by law.

7.06 Grievance Procedure

Grievances

A grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this agreement. A general grievance is defined as one that affects the collective interests of the bargaining unit, rather than an individual.

Grievances of a general nature may be initiated in step two of this grievance procedure.

Grievances shall be processed in the following manner:

Step One (1)

The employee with or without a Shop Steward (at the employee's option), shall first discuss the grievance with their supervisor or their designate within ten (10) calendar days after the date on which the employee or the Union became aware, or ought to have become aware, of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then:

Step Two (2)

The grievance shall be reduced to writing and signed by the employee and a Shop Steward and shall be presented to the Executive Director or their designate by a Shop Steward who shall discuss the grievance. Within ten (10) calendar days of receipt of the written grievance, the Executive Director or their designate shall give their written reply. If the grievance is not settled at this step, then:

Step Three (3)

The Shop Steward, Secretary-Business Manager or their designate, and representatives appointed by the Employer, shall meet within twenty-one (21) days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within ten (10) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

7.07 Dismissal/Suspension for Alleged Cause

If the Union wishes to grieve the dismissal or suspension of an

employee, it must initiate a grievance at Step Three of the grievance procedure within seven (7) calendar days after the date the Union is notified by the Employer of the dismissal or suspension.

Employees (other than probationary employees) shall not be dismissed or suspended except for just and reasonable cause.

7.09 Time Limits

The time limits prescribed in the grievance and arbitration procedures may be extended by mutual agreement of the parties, but absent agreement, the time limits are mandatory. If a party fails to comply with the timelines set out above, and the other party refuses to grant an extension, the grievance will be subject to a defence of abandonment. An arbitrator may only extend time limits in exceptional circumstances.

7.11 Expedited Arbitrations

By mutual agreement, the parties may refer a grievance to Expedited Arbitration.

- (a) All presentations are to be short and concise and are to include a comprehensive opening statement. If requested by the parties, the Arbitrator may assist the parties to mediate the dispute. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- (b) All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
- (c) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (d) All settlements of proposed expedited arbitrations cases made prior to hearing shall be without prejudice.
- (e) The parties shall equally share the cost of the fees and expenses of the Arbitrator.
- (f) The parties will mutually agree on the expedited arbitrator.

Failing agreement, an arbitrator will be appointed by the Labour Relations Board.

- (g) The expedited Arbitrator shall have the same powers and authority as an arbitration board.
- (h) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

ARTICLE 8 - ARBITRATION

8.01 Composition of Board

Should the parties fail to settle any grievance, or dispute whatsoever, arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement shall, at the instance of either party, be referred to the arbitration by a single arbitrator.

The arbitrator shall be mutually selected by the parties. If the parties are unable to agree, either may apply for an appointment of an arbitrator pursuant to s.86 of the *Labour Relations Code*.

The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employees concerned.

8.02 Authority of Arbitration Board

The arbitrator shall have the authority of an arbitrator under the Labour Relations Code.

The Employer shall grant leave without loss of pay to an employee called as a witness by the arbitrator and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

On application, the arbitration board may determine summarily the amount of time required for the attendance of any witness.

8.03 Expenses of Arbitration Board

Each party shall pay one-half $(\frac{1}{2})$ the fees and expenses of the arbitrator.

ARTICLE 9 - DEFINITION OF EMPLOYEE STATUS

9.01 Regular Full-Time Employees

A regular full-time employee is one who works full-time on a regularly scheduled basis.

9.02 Regular Part-Time Employees

A regular part-time employee is one who works less than full-time on a regularly scheduled basis.

9.03 Casual Employees

A casual employee is one who does not have a regular schedule and who is scheduled in accordance with Article 42.

9.04 Restriction of Employee Status

The status of all employees covered by this Agreement shall be defined under one of the preceding three definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through the grievance procedure.

ARTICLE 10 - PROBATIONARY PERIOD

10.01 For the first four-hundred-and-fifty (450) hours of continuous service with the Employer, an employee shall be a probationary employee. During this time, the employee is required to successfully complete a criminal record check and all training and certifications required by the Employer in accordance with relevant legislation and regulatory requirements.

If an employee has not completed their training or certifications by the end of the probationary period, but has a plan to do so, the Employer may extend the probationary period by one-hundredand-fifty (150) hours to allow the employee additional time to

complete training and certifications.

In addition, by written mutual agreement between the Employer and the Union, the Employer may extend the probationary period by one-hundred-and-fifty (150) hours for other reasons provided the Employer provides the Union with written reasons for requesting such extension.

During the probationary period, an employee may be terminated or dismissed by the Employer if the Employer finds the employee to be unsuitable.

10.02 Probationary employees do not have seniority rights, but upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for seniority.

ARTICLE 11 - JOB POSTING

11.01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position at the Employer's worksites, and on all bulletin boards, within seven (7) days of the vacancy or of a new position being established, for a minimum of fourteen (14) calendar days, so that all members will know about the vacancy or new position.

11.02 Temporary Vacancies less than 60 Days

The employer reserves the right to post any temporary vacancies less than sixty (60) days; however, if the temporary vacancy will exceed sixty (60) days, the employer shall post the notice of vacancy immediately upon becoming aware the vacancy will exceed sixty (60) days.

11.03 The Employer shall also consider applications from those employees with the required seniority, who are absent from their normal places of employment because of sick leave, annual

vacation, unpaid leave, Union leave, or bereavement leave and who have expressed an interest in the job before their absence. In such a case, the Employer may contact the absent employee to confirm the employee's interest an arrange for an interview.

11.04 Notification

- (a) After the successful applicant is notified, the Employer will announce the name of the successful applicant.
- (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

ARTICLE 12 - SENIORITY

12.01 Promotion, Transfer, Demotion

In the promotion, transfer, or voluntary demotion of employees, efficiency and qualifications shall be the determining factors. However, where all other factors are equal, then the employee with the most seniority shall be given the promotion or transfer.

12.02 Qualifying Period

If an employee is promoted, voluntarily demoted, or transferred to another bargaining unit position, then the promoted, voluntarily demoted, or transferred employee shall serve a qualifying period in their new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or benefits. However, if a regular employee has been promoted, demoted or transferred and during the aforementioned three (3) month period the Employer finds the employee unsuitable in the new position, then the promoted, voluntarily demoted or transferred employee shall be returned to their former job and increment step before the promotion, voluntary demotion or transfer took place, without loss of seniority, and any other employee hired, promoted, voluntarily demoted or transferred because of the rearrangement of jobs, shall be

returned to their former job and pay rate without loss of seniority and accrued benefits.

An employee who requests to be relieved of a promotion, voluntary demotion, or transfer during the qualifying period in the new job shall return to the employee's former job without loss of seniority or benefits on the same basis as outlined above.

12.03 Temporary Promotion or Transfer

An employee granted a temporary promotion, transfer or demotion shall return to their former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion, transfer or demotion terminates.

12.04 Seniority List

- (a) The Employer will prepare once every six (6) months an up-todate seniority list containing the following information pertaining to its regular employees:
 - i) Employee's name;
 - ii) Employee's seniority; and
 - iii) Employee's current classification.
- (b) The regular seniority list shall be posted by the Employer 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.
- (c) The Employer will provide the Union and the Shop Steward a copy of the seniority list upon request.

12.05 Seniority Defined

Seniority shall be defined as the length of continuous employment with the Employer (including prior to ratification of this Collective Agreement).

12.06 Seniority will be lost only for the following reasons:

- a) Voluntary resignation or job abandonment;
- b) Discharge for cause; or
- c) Layoff in excess of one year.

ARTICLE 13 - JOB DESCRIPTIONS

The Employer shall provide job descriptions for all classifications in the bargaining unit and provide them to the Union.

ARTICLE 14 - NEW AND CHANGED POSITIONS

14.01 Notice of New Positions

In the event the Employer shall establish a new position, the classification and wage rate for this new position shall be established by the Employer, and written notice shall be given to the Union. Unless written notice of objection thereto by the Union is given to the Employer within twenty-one (21) calendar days after such notice, such wage rate shall be considered as agreed to.

14.02 Notice of Changed Positions

In the event the Employer shall adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which shall be affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in the job classifications and/or wage rate.

If notice of objection is not received from the Union within twentyone (21) calendar days after such notice, then the wage rate shall be considered as agreed to.

14.03 If the Union objects to the wage rate for new or changed positions, the parties shall meet to discuss the Union's objection to the wage rate. If the parties fail to resolve the Union's objection within fourteen (14) calendar days after such discussions were initiated, either party may refer the matter of the wage rate to

arbitration for resolution under Article 8.

ARTICLE 15 - VOLUNTEERS

Both parties understand that Chrysalis utilizes volunteers to provide important services to its clients.

The parties agree that volunteers will be supernumerary to established positions in the bargaining unit and that the use of volunteers will not result in the lay-off of employees in the bargaining unit; nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the utilization of volunteers, as at the date of this Agreement, is consistent with the above.

ARTICLE 16 - ADJUSTMENT PLAN

Where Chrysalis Society introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, notice will be given in accordance with Section 54 of the *Labour Relations Code*.

ARTICLE 17 - REDUCTION IN WORK FORCE

17.01 In the event of a reduction in force, the Employer shall first canvass employees for voluntary layoff. If there are no (or an insufficient number of) employees interested in voluntary layoff, employees shall be laid off in reverse order of seniority, subject to the remaining employees having the skills and qualifications to do the remaining work.

17.02 The Employer shall give regular full-time and regular part-time employees the following written notice of layoff or pay in lieu of notice:

- (a) after three (3) months of service, one week notice or pay in lieu of notice;
- (b) after one (1) year of service, two weeks' notice or pay in lieu of notice;
- (c) after three (3) years of service, three weeks' notice or pay in lieu of notice, plus one (1) additional week for each additional year of employment to a maximum of eight (8) weeks' notice or pay in lieu of notice.

17.03 Bumping

A laid off regular full-time employee may bump a junior employee in the same classification, provided the laid off regular full-time employee has more seniority and is willing, qualified and has the ability to do the job of the less senior employee. However, in no circumstances will an employee affect a promotion through a bump.

A laid off regular full-time employee who bumps a junior employee shall be paid at the rate corresponding with their previous placement on the wage grid.

- **17.04** Notice of lay-off shall not apply to probationary employees, casual employees, or where the Employer can establish that the lay-off results from an act of God, fire, or flood.
- 17.05 Laid off regular full time and part time employees shall retain their seniority and perquisites accumulated up to the time of lay-off, for a period of one (1) year and shall be rehired, if the employee possesses the capability of performing the duties of the vacant job, on the basis of last off first on. Laid off employees failing to report for work within seven (7) days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees required to give two (2) weeks' notice of resignation to another employer shall be deemed to be in compliance with the seven (7) day provision.

17.06 Copies of any notices of layoff shall be provided to the Local Union designate.

17.07 An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current telephone number and address for the purposes of recall. The Employer's only obligation on recall is to contact the employee at the last known address and phone number. Failure to provide updated contact information may jeopardize an employee's right of recall.

ARTICLE 18 - SCHEDULING PROVISIONS

- (a) The Employer shall schedule all shifts and post the schedule fourteen (14) calendar days in advance of its effective date.
- (b) There shall be a minimum of ten (10) consecutive hours offduty between the completion of one work shift and the commencement of the next, unless otherwise mutually agreed.
- (c) When it is not possible to schedule ten (10) consecutive hours off-duty between work shifts, the employee shall be paid overtime in accordance with Article 21.
- (d) If a written request for a change in starting time is made by an employee which would not allow ten (10) consecutive hours off-duty between the completion of one work shift and the commencement of another, and such request is granted, then the application of paragraphs (b) and (c) of this section shall be waived for all employees affected by the granting of such a request provided they are in agreement.
- (e) Employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

ARTICLE 19 - HOURS OF WORK

19.01 Hours of Work

(a) The regular full-time hours of work shall be eight (8) hours per day and thirty-two (32) hours per week.

- (b) Where an employee, including a casual, is scheduled/called to work and is not informed prior to arrival at work that they are not required to work their whole shift, the employee shall be entitled to be paid for a minimum of two (2) hours if they do not commence work, and a minimum of four (4) hours if they commence work.
- (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 Parties to this Agreement.

19.02 Rest and Meal Periods

All employees shall receive one (1) thirty (30) minute meal period in all shifts of more than five hours. All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of (6) hours, one (1) of which is to be taken after the meal period. Employees working a shift of less than six (6) hours shall receive one (1) rest period. Rest periods shall not begin within one (1) hour of: (a) starting their shift, (b) the meal period, or (c) or before the end of the shift. Employees shall take their rest and meal periods during their shifts at times they determine to be appropriate having regard to their work duties. Employees must remain at the worksite during their break and remain on-call. Accordingly, all rest and meal periods shall be paid.

ARTICLE 20 - OVERTIME

20.01 Overtime and Overtime Compensation

- (a) "Overtime" means hours worked in excess of 8 hours per day or 40 hours per week (counting only the first 8 hours of each day). For the purposes of overtime calculation, a week is 12 am Sunday to 11:59 pm Saturday.
- (b) Employees requested to work overtime shall be paid at the rate of 1.5x their regular hourly rate for each hour (or part hour) of overtime. Employees requested to work overtime in excess of 12 hours per day shall be paid at the rate of 2x their regular hourly rate for each hour (or part hour) of overtime that exceeds 12 hours.

- (c) If an employee works overtime on a statutory holiday, they will be paid in accordance with Article 24.
- (d) Overtime pay shall be paid to the employee in the next pay period in which overtime was earned.
- (e) Regular full-time employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

ARTICLE 21 - CALL-BACK

Employees called back to work within 10 hours of completing their last shift (exclusive of any overtime hours worked) shall receive the greater of:

- a) overtime pay required by Article 20,
- b) two (2) hours' overtime pay at 1.5x their regular hourly wage, or
- c) 1.5x their regular hourly wage for the amount of time worked within 10 hours from the end of their last shift.

These employees shall be reimbursed for the cost of taking a taxi or ride share from their home to the Employer's place of business and return or, if the employee normally drives their motor vehicle to work, an allowance based on the current Canada Revenue Agency mileage rate for the distance from the employee's home to the Employer's place of business and return.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall track the distance travelled and the purpose of travel and receive an allowance based on the current Canada Revenue Agency mileage rate upon submission of documents reasonably requested by the Employer.

ARTICLE 23 - STATUTORY HOLIDAYS

23.01 Statutory Holidays

(a) The following have been designated as statutory holidays:

New Year's Day Labour Day

Family Day National Day for Truth and

Good Friday Reconciliation
Easter Monday Thanksgiving Day
Victoria Day Remembrance Day
Canada Day Christmas Day
British Columbia Day Boxing Day

(b) Any other day prescribed by regulation as a statutory holiday by the Government of the Province of British Columbia shall be a paid holiday.

23.02 Holiday Falling on Saturday or Sunday

For an employee whose work week 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 some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. When a holiday falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

23.03 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular full-time employee's day of rest, the Employer shall give the employee a day off in lieu with pay instead of holiday pay for the statutory holiday.

23.04 Working on a Designated Lieu Day

If a regular full-time employee is called to work on a day designated as the lieu day, the employee shall be compensated at time-and-a-half for all hours worked

23.05 Holiday Falling on a Work Day

A regular full-time employee who is required to work on a holiday shall be compensated at 1.5x their regular hourly rate for hours worked up to 12 hours on the holiday, and 2x their regular hourly rate thereafter. Regular full-time employees shall also receive a day off in lieu with pay. Regular part-time and casual employees who are required to work on a holiday shall receive statutory holiday pay in accordance with the *Employment Standards Act*, if eligible.

23.06 Holiday Coinciding with a Day of Vacation

Where a regular 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. For clarity, in this circumstance a regular full-time employee is not entitled to a day off in lieu of the holiday.

23.07 Christmas Day or New Year's Day Off

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

23.08 Paid Holiday Pay

Payment to regular full-time employees for holidays or lieu days will be made at an employee's basic pay. Payment to casual or part-time employees for holidays will be made in accordance with the *Employment Standards Act*.

23.09 Scheduling of Lieu Days

- (a) Lieu days shall be scheduled by mutual agreement and seniority.
- (b) All lieu days must be used within twelve (12) months from the date the statutory holiday is deferred.

ARTICLE 24 - VACATIONS

24.01 Vacation Entitlement

- (a) Each regular full-time and part-time employee who has completed ninety (90) days of service shall be entitled to three(3) weeks' vacation with pay per year of service, earned over the course of the year.
- (b) After each of the following anniversary dates, a regular fulltime or part-time employee if they remain with the Employer shall be entitled to vacation during the term of this agreement as follows:
 - i) After four (4) years, four (4) weeks' vacation with pay, earned over the course of the year;
 - ii) After eight (8) years, five (5) weeks' vacation with pay, earned over the course of the year; and
 - iii) After fourteen (14) years, six (6) weeks' vacation with pay, earned over the course of the year.
- (c) Each employee shall be entitled to take their vacations in up to two-week increments or may use vacations as individual days. Up to a maximum of five (5) days of vacation may be taken in advance of being earned.
- (d) All vacation days must be used in the vacation year in which they are earned (No carryover of vacation days to next vacation year).
- (e) Each regular full-time employee shall be paid their wages for their vacation days as if they had been at work.
- (f) Part-time employees shall receive their vacation pay on each pay cheque at the applicable percentage of wages. Vacation time will be unpaid when taken.
- (g) Each employee is required to take their full allotment of vacation days every year.

ARTICLE 25 - BEREAVEMENT LEAVE

Bereavement 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*, child, step-child, sibling, step-sibling, sibling in-law, parent-in-law, child in-law, grandparent, grandchild, miscarriage or stillborn child, legal guardian, ward and person permanently residing in the employee's household or with whom the employee permanently resides as a family member. An additional two (2) consecutive workdays without pay may be granted to employees who are required to travel in order to attend the funeral.

* Spouse shall include common-law and/or same sex relationships.

In the event of a delayed interment (service or celebration of life), an employee may save one of the days identified above with pay to attend the interment (service or celebration of life), and will provide as much notice as possible of the date it will be utilized.

ARTICLE 2 - 6EMPLOYMENT STANDARDS ACT LEAVES

The Employer recognizes there are a variety of unpaid leaves under the *Employment Standards Act* including, but not limited to:

- Leave respecting the disappearance of a child;
- · Leave respecting the death of a child;
- Family responsibility leave;
- Critical illness leave;
- · Compassionate Care leave; and
- Leave respecting domestic or sexual violence.

The Employer will permit such leaves in accordance with the requirements of the *Employment Standards Act*, as it may be amended from time to time. Any staff member who feels they might be eligible for any of the above leaves should contact the Executive Director.

ARTICLE 27 - SICK LEAVE, W.C.B., INJURY-ON-DUTY 27.01

- (a) Regular full-time employees shall receive twelve (12) paid sick days per calendar year. Part-time employees shall receive seven (7) paid sick days per calendar year. Casual employees shall receive five (5) paid sick days per calendar year. Sick days must be used each calendar year and will not be carried over or paid out. Sick days will be pro-rated in an employee's first part calendar year of hire, subject to the minimum required by the *Employment Standards Act*.
- (b) The Employer will inform each employee of the number of remaining sick days upon request.
- 27.02 Sick leave is only payable because of personal illness or injury and employees who are absent from duty because of sickness may be required to prove illness or injury. Failure to meet this requirement can be cause for disciplinary action up to and including dismissal. Employees must notify the Employer as promptly as possible of any absence from duty because of sickness and employees must notify the Employer prior to their return.
- **27.03** For clarity, if an employee has been injured at work, and has sick days available, sick leave with pay shall be granted for the one (1) day or less not covered by WorkSafeBC wage loss benefits.
- **27.04** An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Sick days may be taken in full-day or half-day increments.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted.

27.05 The Employer recognizes the duty to accommodate mental and physical disabilities under the *Human Rights Code* and will

consider requests for longer periods of unpaid time off due to disability in accordance with those principles.

27.06

(a) Benefits

Employees who are absent from work for illness or injury shall receive benefits as if they were employed to a maximum of seventeen (17) weeks.

(b) Employee to Contact Employer

Employees who are absent from work due to illness or injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

(c) Return to Work Following Illness or Injury

Prior to returning to work, employees who have been absent from work due to illness or injury may be required to produce a medical certificate certifying that they have recovered from the illness or injury and are either able to perform the full scope of their duties, or with such accommodations as are reasonable in the circumstances given their restrictions and limitations.

ARTICLE 28 - JURY DUTY

An employee who is required to attend court for jury duty, or has been subpoenaed as a witness in a criminal trial (not being themself a party to the proceeding), shall be granted an unpaid leave of absence for days on which trial attendance is required.

ARTICLE 29 - LEAVE - UNPAID

29.01 Unpaid Leave

Requests by employees for unpaid leave of absence shall be made in writing to the Executive Director or their designate and may be granted at the Employer's discretion. The employee shall make every reasonable effort to request such leave at least

fourteen (14) days' in advance of their desired start date for the leave. Notice of the Employer's decision shall be given in writing as soon as possible.

29.02 Unpaid Leave – Union Business

- (a) The Employer shall make reasonable efforts to grant unpaid leaves of absence to employees for up to 5 consecutive days to attend Union Conventions, Seminars, Education Classes, or other Union business, provided that such leave does not unduly affect the proper operations of the Employer. The Employer shall continue to pay the normal pay and benefits of employees on approved Union leave, and subsequently, bill the Union for that cost; the Union shall forthwith reimburse the Employer.
- (b) In requesting such leaves of absence, the employee must give at least fourteen (14) days' notice in writing to the Employer.
- (c) The Employer shall grant a leave of absence without pay to the members of the Union Committee for the purposes of negotiations for the amendment or renewal of this Agreement. Seniority and benefits shall accumulate during this leave.

ARTICLE 30 - MATERNITY LEAVE

30.01 Maternity Leave

An employee is entitled to maternity leave in accordance with the minimum requirements of the *Employment Standards Act*, as amended.

30.02 Parental Leave for Birth and Adopting Parents

An employee is entitled to parental leave in accordance with the minimum requirements of the *Employment Standards Act*, as amended.

ARTICLE 31 - PERSONAL AND EMPLOYER PROPERTY

31.01 Employees must return to the Employer all Employer property in their possession at the time of layoff or termination of

employment. The Employer shall take such action as required to recover the value of articles which are not returned.

31.02 Employees are required to use reasonable care with respect to their personal property. Upon submission of reasonable proof, the Employer will reimburse the employee for the reasonable cost of repair or replacement of clothing and personal property including eye glasses of an employee damaged by the actions of a client while the employee is on duty, to a maximum of \$150 per item.

ARTICLE 32 - VACCINATION AND INOCULATION

Where an employee is required by the Employer to take a medical examination or undergo vaccination, it shall be at the Employer's expense and on the Employer's time.

ARTICLE 33 - OCCUPATIONAL HEALTH AND SAFETY

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

The Employer will comply with all applicable requirements of WorkSafeBC in relation to occupational health and safety.

33.02 Training and Orientation

- (a) No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction.
- (b) The Employer shall provide sufficient and adequate training and/or orientation to any employee working in a new or unfamiliar work area or position.
- (c) The Employer will cover lost time and the cost of certificates for the renewal of first aid certificates or any other Employer required training. This provision does not include costs related to driver's licenses.

33.03 Right to refuse Unsafe Work

Employees have the right to refuse to perform unsafe work pursuant to and in accordance with the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*, as may be amended.

33.04 Protective Clothing and Equipment

- (a) The Employer shall provide such safety clothing and safety equipment as is required by the Occupational Health and Safety Regulations.
- (b) All such clothing, tools, and equipment shall comply with applicable WorkSafeBC regulations concerning same.

33.05 Aggressive Clients

When the Employer is aware that a client has a history of aggressive behaviour, the Employer will make such information available to the employee. The Employer shall make every reasonable effort to ensure employee safety when dealing with such clients.

ARTICLE 34 - HEALTH CARE PLANS

Regular full-time employees shall be eligible for those benefits as outlined in the Employer's benefit plan. The Employer reserves the right to change benefit carriers provided that the overall level of benefits is comparable to the level of benefits provided for under the plan in effect as of the date of this Agreement.

The Employer shall pay 100% of the premium costs for all eligible employees.

ARTICLE 35 - PAY DAYS

Employees shall be paid by direct deposit on the 15th and 30th day of each month, subject to the following provisions:

(a) The statements given to employees with their pay cheques

- shall be in compliance with the requirements of the *Employment Standards Act*, as amended.
- (b) When a pay day falls on a non-banking day, the pay shall be deposited prior to the established pay day.
- (c) In the event that an employee's pay is short of money owed for the pay period and the employee brings the issue to the attention of the Employer's accounting department, the Employer will correct any mistake on the next regular payday.

ARTICLE 36 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by Addiction Support Workers if it would result in the lay-off of one or more employees in that classification.

ARTICLE 37 - PRINTING OF THE AGREEMENT

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and their obligations under it. For the term of this Collective Agreement, the Union shall print sufficient copies of the Agreement and the costs shall be shared equally between the parties.

ARTICLE 38 - EFFECTIVE AND TERMINATING DATES

- **38.01** The Agreement shall be effective July 30, 2024 and shall remain in force and be binding upon the parties until July 29, 2027 and thereafter until the earlier of:
- a) the date a new Collective Agreement has been reached, or
- b) the date of valid strike or lockout.
- **38.02** All provisions of this Collective Agreement shall be effective from the date of ratification.
- **38.03** It is agreed that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia is excluded from this Agreement.

ARTICLE 39 - SAVINGS CLAUSE

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 8 of the Collective Agreement.

ARTICLE 40 - CASUAL ENTITLEMENT AND CALL IN PROCEDURE

- **40.01** The Employer may call in casual employees to perform work for the following reasons:
- Relief work in vacancies created by the absence of a regular full-time or regular part-time employee;
- b) Overnight shifts;
- c) Emergency relief; and
- d) Unanticipated or irregular relief work.
- **40.02** On a monthly basis, a casual employee will provide the Employer with their availability to work in writing on a date determined by the Employer.

40.03 If a casual employee does not:

- a) provide their availability, or has no availability, in either case for two consecutive months or for any two months in a 6 month period, or
- b) return a call after five (5) consecutive call-in attempts, then the Employer has the right to remove the employee from the

casual call-in list and terminate the employee's employment.

- **40.04** Regular employees may transfer to casual status provided that the Employer requires additional casual employees.
- **40.05** The parties agree that all terms of the Collective Agreement will apply to casual employees except where modified by specific provisions.
- **40.06** Casual employees shall receive 6% of their straight-time pay in lieu of scheduled vacations.

WAGES

Position	Ratification	Year 2	Year 3
Addiction Support Worker (Probation)	\$24.25	\$24.98	\$25.73
Addiction Support Worker (After Probation)	\$25.22	\$25.98	\$26.76
Cultural Program Coordinator (New Day) (Probation)	\$24.75	\$25.48	\$26.23
Cultural Program Coordinator (New Day) (After Probation)	\$25.72	\$26.48	\$27.26

Overnight (11 pm to 7 am) Addiction Support Worker Shift Premium: \$1 per hour.

Employees in possession of Counselling Skills Foundation: Mental Health & Addictions Certificate or equivalent shall receive a premium of \$1 per hour.

SIGNED ON BEHALF OF THE UNION:	SIGNED ON BEHALF OF THE EMPLOYER:
Bill Pegler Coordinator of Private Sector & Special Projects	Shannon Skilton Shannon Skilton Executive Director
Noel Gulbransen Bargaining Representative	Arielle Berze Chair of the Board
Angela Coubarakis Bargaining Committee	

October 24, 2024

Date Signed

Date Signed