

## TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>1</b>
1.01 PREAMBLE .....	1
1.02 VARIATIONS .....	1
<b>ARTICLE 2 - DEFINITIONS.....</b>	<b>1</b>
2.01 DEFINITION OF EMPLOYEE STATUS .....	1
2.02 COMMON-LAW SPOUSE.....	2
2.03 EMPLOYER .....	2
<b>ARTICLE 3 - GENERAL CONDITIONS.....</b>	<b>2</b>
3.01 EFFECTIVE AND TERMINATING DATES .....	2
3.02 LABOUR CODE .....	2
3.03 FUTURE LEGISLATION .....	2
3.04 ARTICLE HEADINGS .....	3
<b>ARTICLE 4 - NO DISCRIMINATION.....</b>	<b>3</b>
4.01 NO DISCRIMINATION.....	3
4.02 HARASSMENT.....	3
4.03 COMPLAINTS INVESTIGATION .....	3
<b>ARTICLE 5 - UNION RECOGNITION AND RIGHTS.....</b>	<b>3</b>
5.01 SOLE BARGAINING AGENCY .....	3
5.02 UNION SHOP.....	4
5.03 UNION CHECK-OFF .....	4
5.04 INDUCTION.....	5
5.05 SHOP STEWARDS .....	5
5.06 BADGES AND INSIGNIA.....	5
5.07 BULLETIN BOARDS.....	6
5.08 LEGAL PICKET LINES .....	6
5.09 UNION ADVISED OF CHANGES.....	6
5.10 NOTICE OF UNION REPRESENTATIVE VISITS .....	6
5.11 UNION/MANAGEMENT COMMITTEE .....	6
<b>ARTICLE 6 - MANAGEMENT RIGHTS .....</b>	<b>6</b>
6.01 MANAGEMENT RIGHTS .....	6
6.02 MEDICAL EXAM, VACCINATION & INOCULATION .....	6
<b>ARTICLE 7 - EMPLOYER PROPERTY .....</b>	<b>7</b>
7.01 RETURN OF EMPLOYER PROPERTY ON TERMINATION .....	7
7.02 EMPLOYER TO REPAIR OR INDEMNIFY .....	7
7.03 REIMBURSEMENT OF LEGAL FEES .....	7
7.04 EMPLOYER TO CONTINUE TO SUPPLY TOOLS .....	7
7.05 UNIFORMS.....	7
7.05.01 UNIFORMS .....	7
7.05.02 JOINT COMMITTEE ON UNIFORMS .....	7
7.05.03 UNIFORM ALLOWANCE.....	7
<b>ARTICLE 8 - UNION/MANAGEMENT COMMITTEE.....</b>	<b>8</b>
<b>ARTICLE 9 - GRIEVANCE PROCEDURE .....</b>	<b>8</b>
9.01 UNION REPRESENTATION .....	8
9.02 GRIEVANCE INVESTIGATIONS.....	8
9.03 RIGHT TO GRIEVE DISCIPLINARY ACTION.....	8

9.03.01	DISCIPLINARY ACTION GRIEVABLE .....	8
9.03.02	EMPLOYEE NOTIFIED OF FILE DOCUMENTATION .....	8
9.03.03	REMOVAL OF DISCIPLINARY DOCUMENTS .....	8
9.03.04	INTRODUCTION OF EVIDENCE AT HEARING .....	9
9.04	GRIEVANCE PROCEDURE.....	9
9.04.01	PREAMBLE .....	9
9.04.02	STEP ONE.....	9
9.04.03	STEP TWO .....	9
9.04.04	STEP THREE .....	10
9.05	POLICY GRIEVANCE .....	10
9.06	DISMISSAL/SUSPENSION FOR ALLEGED CAUSE.....	10
9.07	REINSTATEMENT OF EMPLOYEES .....	10
9.08.01	TECHNICAL OBJECTIONS TO GRIEVANCES .....	10
9.08.02	AMENDING TIME LIMITS.....	10
9.09	INDUSTRY TROUBLESHOOTER.....	11
9.09.01	ISSUES REFERRED TO TROUBLESHOOTER .....	11
9.09.02	ROSTER.....	11
9.09.03	ROLES/RESPONSIBILITIES OF TROUBLESHOOTER .....	11
9.09.04	AGREED TO STATEMENT OF FACTS.....	11
<b>ARTICLE 10 - EXPEDITED ARBITRATION .....</b>		<b>11</b>
10.01	ROSTER.....	11
10.02	EXPEDITED ARBITRATIONS.....	12
10.02.01	ISSUES FOR EXPEDITED ARBITRATION.....	12
10.02.02	EXPEDITED SCHEDULE .....	12
10.02.03	LOCATION OF HEARING .....	12
10.02.04	PROCESS .....	12
10.02.05	AGREED TO STATEMENT OF FACTS.....	12
10.02.06	PROCEDURE.....	12
10.02.07	MEDIATION ASSISTANCE.....	12
10.02.08	ISSUANCE OF REPORT .....	12
10.02.09	STATUS OF REPORT .....	12
10.02.10	FEES .....	13
10.02.11	AUTHORITY OF ARBITRATOR.....	13
<b>ARTICLE 11 - ARBITRATION .....</b>		<b>13</b>
11.01	COMPOSITION OF BOARD.....	13
11.02	DISMISSAL/SUSPENSION .....	13
11.03	AUTHORITY OF ARBITRATION BOARD .....	14
11.04	EMPLOYEE CALLED AS A WITNESS.....	14
11.05	ARBITRATION BOARD HEARINGS .....	14
11.06	EXPENSES OF ARBITRATION BOARD .....	14
11.07	REINSTATEMENT OF EMPLOYEES.....	14
<b>ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES.....</b>		<b>14</b>
12.01	EVALUATION REPORTS .....	14
12.02	PERSONNEL FILE.....	14
<b>ARTICLE 13 - PROBATIONARY PERIOD.....</b>		<b>15</b>
13.01	.....	15
13.02	.....	15
<b>ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE .....</b>		<b>15</b>
14.01	SELECTION CRITERIA.....	15
14.02	QUALIFYING PERIOD.....	15
14.03	TEMPORARY PROMOTION OR TRANSFER.....	16

14.04	RELIEVING IN HIGHER AND LOWER RATED POSITIONS .....	16
14.04.01	.....	16
14.04.02	.....	16
14.04.03	.....	16
14.05	PROMOTIONS .....	16
14.06	TRANSFERS .....	16
14.07	DEMOTIONS .....	17
14.08	RE-EMPLOYMENT AFTER RETIREMENT.....	17
14.09	RE-EMPLOYMENT AFTER VOLUNTARY TERMINATION OR DISMISSAL FOR CAUSE.....	17
14.10	SUPERVISORY OR MILITARY SERVICE.....	17
14.11	SENIORITY DATES.....	17
14.12	PREVIOUS EXPERIENCE.....	17
14.13	MORE FAVOURABLE RATE OR CONDITION .....	18
14.14	PART-TIME EMPLOYEES .....	18
14.14.01	QUALIFYING PERIOD .....	18
14.14.02	INCREMENT PROGRESSION .....	18
14.14.03	SENIORITY .....	18
<b>ARTICLE 15 - JOB DESCRIPTIONS .....</b>		<b>18</b>
<b>ARTICLE 16 - JOB POSTINGS AND APPLICATIONS.....</b>		<b>19</b>
16.01	JOB POSTINGS AND APPLICATIONS .....	19
16.02	CHANGE TO START & STOP TIMES, DAYS OFF AND DEPARTMENT .....	19
16.03	SPECIAL PROJECT VACANCIES .....	19
16.04	APPLICATION FROM ABSENT EMPLOYEES.....	20
16.05	TEMPORARY APPOINTMENTS.....	20
16.06	NOTICE TO UNION.....	20
16.07	NOTICE OF SUCCESSFUL APPLICANT.....	20
16.08	GRIEVANCE INVESTIGATION.....	20
<b>ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES .....</b>		<b>20</b>
17.01	TECHNOLOGICAL CHANGE.....	20
17.01.01	PREAMBLE.....	20
17.01.02	EMPLOYMENT SECURITY.....	20
17.01.03	ENHANCED CONSULTATION .....	20
17.02	JOB TRAINING.....	21
17.03	PROCESS - REDUCTION AND RESTRUCTURING .....	21
17.03.01	.....	21
17.03.02	.....	21
17.03.03	.....	21
17.04	DEFINITION OF DISPLACEMENT .....	21
17.05	BUMPING .....	22
17.06	NOTICE OF DISPLACEMENT.....	22
17.07	LAYOFF NOTICE.....	22
17.07.01	.....	22
17.07.02	.....	22
17.07.03	.....	22
17.08	INTERIM SOLUTIONS .....	23
17.09	CONTRACTING IN/OUT.....	23
<b>ARTICLE 18 - TERMINATION OF EMPLOYMENT.....</b>		<b>23</b>
18.01	EMPLOYEE'S NOTICE OF TERMINATION.....	23
18.02	EMPLOYMENT ABANDONED .....	23
<b>ARTICLE 19 - SCHEDULING PROVISIONS.....</b>		<b>24</b>
19.01	.....	24

19.02	UNUSUAL JOB REQUIREMENTS OF SHORT DURATION.....	24
<b>ARTICLE 20 - HOURS OF WORK .....</b>		<b>24</b>
20.01	CONTINUOUS OPERATION.....	24
20.02	HOURS OF WORK.....	24
20.03	REST AND MEAL PERIODS .....	25
20.04	SPLIT SHIFTS.....	25
20.05	PART-TIME EMPLOYEES .....	25
20.06	.....	25
<b>ARTICLE 21 - OVERTIME.....</b>		<b>25</b>
21.01	.....	25
21.02	.....	25
21.03	.....	25
21.04	.....	26
21.05	.....	26
21.06	.....	26
21.07	.....	26
21.08	.....	26
21.09	.....	26
21.10	.....	27
<b>ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS.....</b>		<b>27</b>
22.01	.....	27
22.02	.....	27
22.03	.....	27
<b>ARTICLE 23 - CALL BACK .....</b>		<b>27</b>
23.01	.....	27
<b>ARTICLE 24 - CALL-IN STATUTORY REQUIREMENT .....</b>		<b>27</b>
24.01	.....	27
<b>ARTICLE 25 - ON-CALL DIFFERENTIAL.....</b>		<b>28</b>
25.01	.....	28
25.02	.....	28
<b>ARTICLE 26 - TRANSPORTATION ALLOWANCE.....</b>		<b>28</b>
26.01	.....	28
26.02	.....	28
<b>ARTICLE 27 - STATUTORY HOLIDAYS .....</b>		<b>28</b>
27.01	STATUTORY HOLIDAYS .....	28
27.02	SUPER STATS .....	28
27.03	.....	29
27.04	.....	29
27.05	.....	29
27.06	.....	29
27.07	.....	29
27.08	.....	29
27.09	.....	29
27.10	PART-TIME EMPLOYEES .....	29
<b>ARTICLE 28 - VACATIONS .....</b>		<b>29</b>
28.01	VACATION ENTITLEMENT .....	29

28.02	VACATION PERIOD.....	30
28.03	SPLITTING OF VACATION PERIODS.....	30
28.04	VACATION PAY.....	30
28.05	VACATIONS NON-ACCUMULATIVE.....	30
28.06	VACATION ENTITLEMENT UPON DISMISSAL.....	30
28.07	REINSTATEMENT OF VACATION DAYS - SICK LEAVE.....	30
28.08	.....	30
28.09	PART-TIME EMPLOYEES .....	30
<b>ARTICLE 29 - COMPASSIONATE LEAVE .....</b>		<b>30</b>
29.01	.....	30
<b>ARTICLE 30 - SPECIAL LEAVE.....</b>		<b>30</b>
30.01	.....	30
30.02	PART-TIME EMPLOYEES.....	30
<b>ARTICLE 31 - SICK LEAVE, WCB, INJURY ON-DUTY.....</b>		<b>30</b>
31.01	.....	30
31.02	.....	30
31.03	.....	30
31.04	.....	30
31.05	.....	30
31.06	.....	30
31.07	.....	30
31.08	.....	30
31.09	.....	30
31.10	.....	30
31.11	.....	30
31.12	CASH PAY-OUT OF UNUSED SICK LEAVE CREDITS.....	30
31.13	OTHER CLAIMS .....	30
31.14	PART-TIME EMPLOYEES .....	30
<b>ARTICLE 32 - EDUCATIONAL LEAVE .....</b>		<b>30</b>
32.01	EMPLOYER REQUESTED LEAVE .....	30
32.02	IN-SERVICE EDUCATION .....	30
32.03	EMPLOYEE REQUESTED LONG TERM LEAVE .....	30
32.04	PAID EDUCATION LEAVE .....	30
<b>ARTICLE 33 - JURY DUTY .....</b>		<b>30</b>
33.01	.....	30
<b>ARTICLE 34 - LEAVE - UNPAID .....</b>		<b>30</b>
34.01	UNPAID LEAVE .....	30
34.02	UNPAID LEAVE - AFFECTING SENIORITY AND BENEFITS .....	30
34.03	UNPAID LEAVE - UNION BUSINESS .....	30
34.04	UNPAID LEAVE - PUBLIC OFFICE .....	30
<b>ARTICLE 35 - MATERNITY LEAVE.....</b>		<b>30</b>
35.01	PREGNANCY SHALL NOT CONSTITUTE CAUSE FOR DISMISSAL .....	30
<b>ARTICLE 36 - ADOPTION LEAVE.....</b>		<b>30</b>
<b>ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>30</b>
37.01	OCCUPATIONAL HEALTH AND SAFETY COMMITTEE.....	30
37.02	MEDICAL EXAMINATIONS.....	30

<b>ARTICLE 38 - HEALTH CARE PLANS.....</b>	<b>30</b>
38.01    MEDICAL PLAN.....	30
38.02    EXTENDED HEALTH CARE PLAN.....	30
38.03    DENTAL COVERAGE.....	30
38.04    GROUP LIFE INSURANCE PLAN .....	30
38.05    LONG TERM DISABILITY .....	30
<b>ARTICLE 39 - SUPERANNUATION/RETIREMENT SCHEME.....</b>	<b>30</b>
39.01 .....	30
39.02 .....	30
<b>ARTICLE 40 - EMPLOYMENT INSURANCE COVERAGE .....</b>	<b>30</b>
40.01 .....	30
<b>ARTICLE 41 - SEVERANCE ALLOWANCE .....</b>	<b>30</b>
41.01    EMPLOYEES WHO QUALIFY DEFINED .....	30
41.02    DEFINITION OF SERVICE TO CALCULATION OF SEVERANCE ALLOWANCE MONIES.....	30
41.03    CALCULATION OF SEVERANCE ALLOWANCE MONIES .....	30
<b>ARTICLE 42 - PRINTING OF THE AGREEMENT .....</b>	<b>30</b>
42.01 .....	30
<b>ARTICLE 43 - WAGE SCHEDULES, ATTACHMENTS &amp; ADDENDA .....</b>	<b>30</b>
43.01 .....	30
43.02 .....	30
43.03    WAGE SCHEDULE .....	30
43.04    INCREMENTS .....	30
43.05    PAY DAYS.....	30
43.06    EFFECTIVE DATE OF WAGES AND BENEFITS .....	30
<b>WAGE SCHEDULE.....</b>	<b>30</b>
<i>ADDENDUM A Casual Employees .....</i>	<i>30</i>
<i>ADDENDUM B.....</i>	<i>30</i>
<i>Retirement Scheme.....</i>	<i>30</i>
REGISTERED RETIREMENT SAVINGS PLAN .....	30
<i>LETTER OF UNDERSTANDING #1 .....</i>	<i>30</i>
<i>WAGES AND PENSION PLAN.....</i>	<i>30</i>

## **ARTICLE 1 - PREAMBLE**

### **1.01 Preamble**

WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

### **1.02 Variations**

The general provisions of this Agreement shall have application save and except where specific variations are provided in Attachments to this Agreement.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Definition of Employee Status**

#### **A) Regular Full-Time Employees**

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

#### **B) Regular Part-Time Employees**

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits granted regular full time employees outlined in this Collective Agreement on a proportionate basis, unless otherwise specified in the Collective Agreement.

#### **C) Casual Employees**

A casual employee is one who is not regularly scheduled to work other than during periods that such employee shall relieve a regular full-time or regular part-time employee or to perform work of a temporary nature of two weeks or less. Casual employees accumulate seniority on an hourly basis and are entitled to such benefits as are contained in the "Addendum - Casual Employees."

#### **D) Restriction of Employee Status**

The status of all employees covered by this Agreement shall be defined under one of the preceding three (3) definitions. If a dispute arises over the proper allocation of employee status, such dispute shall be resolved through Article 9.04 - Grievance Procedure. In the event that it is determined that an employee has been improperly classified such employee shall be reclassified effective immediately and the Employer

shall restore such benefits as may be capable of being restored. In addition, such employee shall be paid the equivalent of the cost of any benefits that are not restored to which that employee would have been entitled if the employee had been properly classified.

## **2.02 Common-Law Spouse**

Two people who have cohabited as spousal partners for a period of not less than one (1) year.

This definition shall apply to the following sections of the Agreement:

Article 29 - Compassionate Leave  
Article 30 - Special Leave  
Article 38.01 - Medical Plan  
Article 38.02 - Extended Health Care Plan  
Article 38.03 - Dental Coverage  
Article 38.04 – Group Life Insurance Plan  
Article 38.05 – Long Term Disability

## **2.03 Employer**

“Employer” means the corporation, society, persons(s), organization, facility, agency or centre as listed in the certification.

## **ARTICLE 3 - GENERAL CONDITIONS**

### **3.01 Effective and Terminating Dates**

The Collective Agreement shall be effective from date of ratification and shall remain in force and be binding upon the parties until October 31, 2008, and thereafter, until a new agreement has been ratified, unless otherwise stipulated in this agreement.

### **3.02 Labour Code**

It is agreed that the operation of Subsection 2 of Section 50 of the Labour Relations Code of British Columbia is excluded from this Agreement.

### **3.03 Future Legislation**

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 Association 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 11 of the Collective Agreement.



### **3.04 Article Headings**

In this Agreement including the printed form thereof, titles shall be descriptive only and shall form no part of the interpretation of the Agreement by the parties or an Arbitration Board.

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 No Discrimination**

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia (SBC Chapter 22, Assented to May 16, 1984.)

### **4.02 Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

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

### **4.03 Complaints Investigation**

An employee who complains of harassment under the provisions of the Human Rights Code of British Columbia may refer the complaint to either one or other of the following processes:

- A) where the complaint pertains to the conduct of an employee within the Union's bargaining unit, it shall be referred to Ms. G. Brodsky; Ms. H. Jansen; or Ms. J. Henderson (Complaints Investigator); or
- B) where the complaint pertains to the conduct of a person not in the Union's bargaining unit it shall be referred to Ms. J. McEwen (Complaints Investigator.)

When a complaint is received under either a. or b. above, the appropriate Complaint Investigator shall,

- i) investigate the complaint;
- ii) determine the nature of the complaint; and
- iii) make written recommendations to resolve the complaint

## **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

### **5.01 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.

## **5.02 Union Shop**

All employees who are covered by the Union's Certificate of Bargaining Authority shall maintain membership in the Union as a condition of employment. Employees who are brought within the jurisdiction of the Union's Certificate of Bargaining Authority, including newly hired employees, shall become members of the Union within six weeks 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. Where the Employer has knowledge of an employee failing to maintain Union membership, or the check-off of Union Dues, the Employer shall so advise the union and, in turn, the Union shall advise the employee in writing. When the Employer is advised by the Union of non-compliance of either of the above, the Employer shall terminate the services of the employee within thirty (30) days of written advice as noted above.

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

Article 9.04 - Grievance Procedure  
Article 9.06 - Dismissal/Suspension for Alleged Cause  
Article 18 - Employer's Notice of Termination

## **5.03 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 at the Employer's choice on a quarterly basis or less.

The Employer shall provide the Union's Provincial Office with a list of all employees hired, and all employees who have left the employ of the Employer (who shall be designated as terminated and shall include discharges, resignations, retirements and deaths) in the previous month along with a list of all employees in the bargaining unit and their employee status and the amount of dues or equivalent monies currently being deducted for each employee.

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 5.02.

The Employer shall supply each employee, without charge, a receipt in a form acceptable to Revenue Canada for income tax purposes which receipt shall record the amount of all deductions paid to the Union by employees during a taxation year. The receipts shall be mailed or delivered to employees prior to March 1st of the year following each taxation year.

Twice every calendar year the Employer shall provide to the Union Steward, the Local and office, a list of all employees in the bargaining unit, their job titles, addresses and their telephone numbers known to the Employer. Implementation shall be six (6) months following the signing of the Collective Agreement.

#### **5.04 Induction**

The steward shall be advised of the date, time and place of Employer orientation sessions for new employees in order that a Union-designated representative shall be given an opportunity to talk to the new employees. Prior to each session, the Employer shall advise the Steward of the names of the new employees hired.

Orientation/Induction sessions for new employees shall be held at the Employer's place of business within the first thirty (30) calendar days of employment, any day between Monday and Friday at a time designated by the Employer between the hours of 0900 and 1700.

There shall be no deduction of wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages or fringe benefits because of time spent by the Union representative during these sessions.

New employees shall receive regular wages while attending at these sessions but regular wages shall be limited to and shall not include any overtime even in cases in which the session is scheduled outside of and in addition to the scheduled work of the employees.

#### **5.05 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 on the basis of one (1) Shop Steward for every fifty (50) employees and one (1) alternate covered by this Agreement, or major portion thereof.
- B) The Employer is to be kept advised of all Shop Steward appointment.
- C) One (1) Shop Steward, or Union Committee member, shall be appointed by the Union as Chief Shop Steward who may present or assist in the presentation of any grievance.
- D) When the absence of more than one (1) Shop Steward or Union Committee member shall interfere with the proper operation of a department, then no more than one (1) Shop Steward or Union Committee member from any one department shall be given leave of absence to transact Union business at any one time.
- E) When a Shop Steward or Union Committee member is the only employee on duty in a department and where his/her absence would unduly interfere with the proper operation of the department, then such Shop Steward or Union Committee member may be refused leave of absence to transact Union business.

#### **5.06 Badges and Insignia**

Employees shall be permitted to wear Union pins or Shop Steward badges. Employees shall be permitted to wear pins.

**5.07 Bulletin Boards**

Bulletin boards located in a conspicuous place of access to the employees shall be supplied by the Employer for the use of the Union. The Union shall use these for the posting of Employer/Union business only.

**5.08 Legal Picket Lines**

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.

**5.09 Union Advised of Changes**

The Labour Relations Officer from the Union office shall be informed in writing of any change contemplated by the Employer which shall affect the terms of this Agreement. This provision does not diminish the employer’s right to implement workplace rules and policies which are not inconsistent with the terms of the Collective Agreement.

**5.10 Notice of Union Representative Visits**

The Union shall provide reasonable notice to the Employer when the Labour Relations Officer or his/her designated representative intends to visit the Employer’s place of business for the purpose of conducting Union business.

If possible, the Union shall specify the anticipated duration of the visit.

**5.11 Union/Management Committee**

Subject to Article 5.05, employees who are members of the Union/Management Committee shall be granted leave without loss of pay or receive straight time regular wages while attending meetings of the Joint Committee.

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01 Management Rights**

The management of the Employer’s business, and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

**6.02 Medical Exam, Vaccination & Inoculation**

Any employee refusing, without sufficient medical grounds, to take medical or x-ray examination at the request of the Employer, or to undergo vaccination, inoculation and other immunization when required may be dismissed from the service of the Employer. Where an employee is required by the Employer to take a medical or x-ray examination or undergo vaccination, inoculation or other immunization, it shall be at the Employer’s expense and on the Employer’s time. (See also Article 37.03)

## **ARTICLE 7 - EMPLOYER PROPERTY**

### **7.01 Return of Employer Property on Termination**

Employees must return to the Employer all Employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

### **7.02 Employer to Repair or Indemnify**

Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage the chattels of an employee while on duty caused by the actions of a resident provided such property is an article of use or wear of a type suitable for use while on duty.

### **7.03 Reimbursement of Legal Fees**

Where an employee is charged with an offense resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

### **7.04 Employer to Continue to Supply Tools**

All Employers currently supplying tools to employees shall continue to supply tools to employees. All Employers shall supply tools to employees upon the requirement of the Employers that the employees provide tools calibrated to the metric scale. All Employers shall replace tools upon satisfactory proof that they have been lost, broken, or stolen while being used in the work of the Employer with the knowledge and consent of the Employer and upon reasonable proof that reasonable precautions were taken by the employee to protect the tools against loss or theft.

### **7.05 Uniforms**

#### **7.05.01 Uniforms**

The Employer shall supply and maintain uniforms for employees who are required to wear same.

#### **7.05.02 Joint Committee on Uniforms**

The Employer and the Union shall agree that discussions regarding uniforms shall occur at the Union/Management meetings.

#### **7.05.03 Uniform Allowance**

If the Employer requires an employee to supply and/or maintain specified clothing in place of a uniform which would otherwise be supplied and maintained for jobs, then a clothing/maintenance allowance of ten dollars (\$10.00) per bi-weekly pay period shall be paid.

This allowance does not apply to non-resident areas.

## **ARTICLE 8 - UNION/MANAGEMENT COMMITTEE**

The Employer and the Union shall meet, as occasion warrants, for the purpose of discussing and resolving local issues. This does not include disputes that have been or ought to be raised under the grievance procedure.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Union Representation**

No Shop Steward, Union Committee member, or employee shall leave his/her work without obtaining the permission of his/her immediate supervisor. Employee-Shop Steward or Union Committee member discussions shall take place where residents are not affected.

### **9.02 Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or Union Committee member wishes to discuss the grievance with that employee, the employee and the Shop Steward or Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose when the discussion takes place at the Employer's place of business.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

### **9.03 Right to Grieve Disciplinary Action**

#### **9.03.01 Disciplinary Action Grievable**

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

#### **9.03.02 Employee Notified of File Documentation**

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

#### **9.03.03 Removal of Disciplinary Documents**

Upon request of the employee, all record of any disciplinary action taken by the Employer shall, with the exception of suspensions, be removed from the employee's file and be destroyed eighteen (18) months after the date of the incident. Records of suspensions will remain on file for a period of eighteen (18) months following the imposition of the suspension.

The foregoing provisions apply provided that no further disciplinary action has occurred within the intervening period.

- i) In cases where disciplinary documents relate to a resident, the eighteen (18) month period may be extended by the length of time an employee is absent

from work for an accumulated period of more than thirty (30) days, except for periods of approved vacation and maternity leave.

#### **9.03.04 Introduction of Evidence at Hearing**

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 of at the time of filing or within a reasonable period thereafter.

### **9.04 Grievance Procedure**

#### **9.04.01 Preamble**

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

- A) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- B) the dismissal, discipline or suspension of an employee bound by this Agreement.

If an employee has a grievance, his/her grievance shall be settled as follows:

#### **9.04.02 Step One**

The employee, with or without a Shop Steward (at the employee's option), shall first discuss the grievance with his/her immediate supervisor or department head within fourteen (14) calendar days of the occurrence of the grievance or within fourteen (14) calendar days of when the employee first becomes aware of the matter giving rise to the difference. In this first step, both parties shall make every effort to settle the dispute. If the grievance is not settled at this step, then 9.04.03 Step Two:

#### **9.04.03 Step Two**

The grievance shall be reduced to writing by:

- i) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- ii) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- iii) the grievance shall be signed by the employee and a Shop Steward;
- iv) the supervisor shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time the grievance is presented; and
- v) within fourteen (14) calendar days of receipt of the written grievance, the supervisor or the department head shall give his/her written reply. If the grievance is not settled at this step, then:

#### **9.04.04 Step Three**

The Union Labour Relations Officer, with the steward and grievor, and the Employer, shall meet within twenty-one (21) calendar days or other 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 decision(s) of the Employer shall be presented to the Union in writing within fourteen (14) calendar days of the meeting. Failing settlement at this step, the grievance may be referred to Industry Troubleshooter and/or Arbitration.

#### **9.05 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, his/her designate or the Union within fourteen (14) calendar days of becoming aware of the matter giving rise to the grievance. Where no satisfactory resolution is reached, either party within a further twenty-eight (28) calendar days may submit the dispute to arbitration as set out in Article 11 of this agreement.

#### **9.06 Dismissal/Suspension for Alleged Cause**

- A) The Employer shall notify the Union in writing of all employee terminations and suspensions within seven (7) calendar days of the notice of termination or suspension.
  
- B) Within a further fourteen (14) days of receipt of the notice in A) of this article, the Union may institute the grievance procedure at Step 3 of Article 9.04.

#### **9.07 Reinstatement of Employees**

If, prior to the constitution of an Arbitration Board pursuant to Article 11, it is found that an employee was disciplined or dismissed without just and reasonable cause, or laid-off contrary to the provisions of the Collective Agreement, that employee shall be reinstated by the Employer or upon such basis as the parties may agree.

#### **9.08.01 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end, the 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.

#### **9.08.02 Amending Time Limits**

If the time limits in the three (3) stages of Article 9.04 are not complied with by the employee(s) or the Union, then the grievance shall be considered as being abandoned, unless the Parties have mutually agreed, in writing, to extend the time limits.



## **9.09 Industry Troubleshooter**

### **9.09.01 Issues Referred to Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to an Industry Troubleshooter.

### **9.09.02 Roster**

It is understood that the Industry Troubleshooters named below (or substitutes agreed to by the parties) shall be appointed with the goal of having the first available and mutually agreed upon to deal with the issue.

Chris Sullivan  
H.A. Hope, Q.C.  
H. Laing  
J. McEwen  
J. Korbin

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date of notice by one party that it intends to refer a difference to an Industry Troubleshooter, either party may apply to the Director of the Arbitration Bureau to appoint such person.

### **9.09.03 Roles/Responsibilities of Troubleshooter**

At the request of either party, the Troubleshooter shall:

- A) investigate the difference;
- B) define the issue in the difference; and
- C) make written recommendations to resolve the difference

Within five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

### **9.09.04 Agreed to Statement of Facts**

The parties will endeavour to reach agreed to statement of facts prior to the hearing.

## **ARTICLE 10 - EXPEDITED ARBITRATION**

### **10.01 Roster**

It is understood that the expedited arbitrators named below shall be appointed:

- (1) Chris Sullivan
- (2) J. Gordon
- (3) H.A. Hope, Q.C.
- (4) H. Laing
- (5) D. Munroe, Q.C.
- (6) J. McEwen
- (7) J. Korbin

## **10.02 Expedited Arbitrations**

### **10.02.01 Issues for Expedited Arbitration**

The parties shall meet each month, or as often as is required, to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.

### **10.02.02 Expedited Schedule**

Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard at a mutually agreeable time.

### **10.02.03 Location of Hearing**

The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

### **10.02.04 Process**

The process is intended to be informal. However, each party may engage representation to present their case.

### **10.02.05 Agreed to Statement of Facts**

The parties will endeavour to reach agreed to statement of facts prior to the hearing.

### **10.02.06 Procedure**

All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

### **10.02.07 Mediation Assistance**

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with of the Labour Relations Code.

Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

### **10.02.08 Issuance of Report**

The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three (3) working days of the hearing.

### **10.02.09 Status of Report**

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either in any subsequent proceeding.

All settlements of proposed expedited arbitration cases made prior to hearing shall be without prejudice.

#### **10.02.10 Fees**

The parties shall equally share the costs of the fees and expenses of the arbitrator.

#### **10.02.11 Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

Any suspension for alleged cause that is not dealt with under this Section shall be referred immediately to Article 9.06 for resolution.

### **ARTICLE 11 - ARBITRATION**

#### **11.01 Composition of Board**

Should the parties fail to settle any difference, 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 re-negotiation of the Agreement shall, at the instance of either party, be referred to the arbitration, determination and award of an Arbitration Board of three (3) members. Such Board shall be deemed to be a Board of Arbitration within the meaning of the Labour Code of British Columbia.

One (1) member is to be appointed by the Employer, one (1) by the Union, and the third (3rd), who shall be the Chairperson of the Arbitration Board, by the two (2) thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, the Chairperson of the Arbitration Board shall be appointed as per the Labour Code.

The decision of the said arbitrators, or any two (2) of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

#### **Single Arbitrator**

By mutual agreement between the Union and the Employer, a single arbitrator may be substituted for the Arbitration Board in this Article.

#### **11.02 Dismissal/Suspension**

If the dismissal or suspension of an employee for alleged cause is not settled at Step Three of the grievance procedure, such grievance shall be referred to the arbitration, determination and award of an Arbitration Board as stated above.

The decision of the arbitrator shall be final and binding upon the parties. Upon receipt of the decision, either party may request written reasons for the decision.

The parties agree that the time limits for appeal under the Labour Relations Code of B.C. shall commence with the issuance of written reasons for the decision.

The arbitrator shall have the same powers and authority as an Arbitration Board established under the provisions of Article 11.

### **11.03 Authority of Arbitration Board**

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

### **11.04 Employee Called as a Witness**

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board 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.

### **11.05 Arbitration Board Hearings**

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

### **11.06 Expenses of Arbitration Board**

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board of the Province of British Columbia.

### **11.07 Reinstatement of Employees**

If the Arbitration Board finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, the Arbitration Board shall determine the conditions of reinstatement or substitute a disciplinary penalty, if any, that it deems to be just and equitable in all of the circumstances of the case.

## **ARTICLE 12 - EVALUATION REPORTS, PERSONNEL FILES**

### **12.01 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be provided with a copy to read and review. 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 (2) 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 one of the places provided within seven (7) calendar days. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. The employee shall receive a copy of the evaluation report at the time of signing. An evaluation report 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.

### **12.02 Personnel File**

An employee, or the Labour Relations Officer (or his/her designated representative), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance or an employee may review his/her file for personal reference.

The employee or the Labour Relations Officer as the case may be, shall give the Employer seven (7) days notice prior to examining the file, which shall be confined to those work hours where the employer (or their representative) is available.

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

Proper operation of the Employer's business means that the manager and president/or vice-president of the Board would have access to the personnel file.

## **ARTICLE 13 - PROBATIONARY PERIOD**

### **13.01**

For the first three (3) calendar months of continuous service with the Employer, an employee shall be a probationary employee. By written mutual agreement between the Employer and the Union, the probationary period may be extended by one (1) calendar month provided written reasons are given for requesting such extension. During the three (3) month probationary period, an employee may be transferred or dismissed if the employer finds the employee to be unsuitable, provided the factors involved in suitability could reasonably be expected to affect work performance.

### **13.02**

Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining prerequisites and seniority.

## **ARTICLE 14 - PROMOTION, TRANSFER, DEMOTION, RELEASE**

### **14.01 Selection Criteria**

In the promotion, transfer, or demotion of all employees, efficiency, qualifications and competency will be the primary considerations as they relate to the position. Where these requirements are equal, seniority will be the determining factor.

### **14.02 Qualifying Period**

If a regular employee is promoted, voluntarily demoted, or transferred to a job, the classification for which the Union is the certified bargaining authority, then the promoted, voluntarily demoted, or transferred employee shall be considered a qualifying employee in his/her new job for a period of three (3) months.

In no instance during the qualifying period shall such an employee lose seniority or prerequisites. However, if a regular employee has been promoted, voluntarily demoted or transferred and during the aforementioned three (3) month period is found unsatisfactory in the position, then the promoted, voluntarily demoted or transferred employee shall be returned to his/her 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 his/her former job and pay rate without loss of seniority and accrued prerequisites.

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 perquisites on the same basis as outlined in paragraph (2) of this Article.

#### **14.03 Temporary Promotion or Transfer**

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

#### **14.04 Relieving in Higher and Lower Rated Positions**

##### **14.04.01**

In the event of an employee relieving in a higher-rated job, the employee shall receive the next higher increment rate of the new position, or a minimum increase of twenty dollars (\$20.00) monthly, proportionate to the time worked, whichever is greater, after not less than one (1) work day, retroactive to the start of the relief period. Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

##### **14.04.02**

In cases where an employee is required to transfer temporarily to a lower-rated job, such employee shall incur no reduction in wages because of such transfer.

##### **14.04.03**

Employees temporarily assigned to the duties of supervisory personnel outside the contract shall receive ten per cent (10%) per month more than the highest rate for his/her classification, or one hundred dollars (\$100.00) per month, or portion thereof, whichever is greater, if so employed for one (1) or more work days, retroactive to the start of the relief period.

#### **14.05 Promotions**

A regular employee promoted to a job with a higher wage rate structure shall receive in the new job the increment rate that is immediately higher than his/her wage rate immediately prior to the promotion.

For increment progression, the employee's increment anniversary date shall then become the initial day in the new job. Employee's pay rates shall become effective from the first day in the new job and further increment increases shall become effective on the established increments date.

However, should the promotion at any time result in a lesser rate of pay than the employee would have received if the promotion had not occurred, then the employee shall retain the increment anniversary date of his/her prior job.

#### **14.06 Transfers**

A regular employee transferred to a job with the same pay rate structure as his/her former job shall remain at the same increment step in the pay rate structure and shall retain his/her former increment anniversary date.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and increment anniversary date of his/her job.

A regular employee transferred upon the employee's request to a job with the same pay rate structure as his/her former job who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority for a period not to exceed three (3) months. Upon completion of this qualifying period, the employee shall revert to the increment anniversary date of his/her prior job.

#### **14.07 Demotions**

An employee requesting a voluntary demotion from a higher to a lower-rated job, and who is subsequently demoted to the lower-rated job, shall go to the increment step of the lower-rated job commensurate with his/her overall seniority, provided he/she has experience in or possesses the ability to perform the duties of the lower-rated job without a training period. For the purpose of this Article and in the event of involuntary demotion, an employee who does not have prior experience or ability to qualify as above, shall remain at the increment step immediately preceding the step indicated by length of overall seniority, for a period not to exceed three (3) months.

#### **14.08 Re-employment After Retirement**

Employees who have reached retirement age as prescribed under the Pension (Municipal) Act and continue in the Employer's service, or are re-engaged within three (3) calendar months of retirement, shall continue at their former increment step in the pay rate structure of the classification in which they are employed, and the employee's previous anniversary date shall be maintained. All prerequisites earned up to the date of retirement shall be continued or reinstated.

#### **14.09 Re-employment After Voluntary Termination or Dismissal for Cause**

Where an employee voluntarily leaves the Employer's service, or is dismissed for cause and is later re-engaged, seniority and all prerequisites shall date only from the time of re-employment, according to regulations applying to new employees.

#### **14.10 Supervisory or Military Service**

It is understood service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee does not constitute a break in the continuous service and shall not affect an employee's rights.

#### **14.11 Seniority Dates**

Upon request, the Employer agrees to make available to the Union the seniority dates of any employees covered by this Agreement. Such seniority dates shall be subject to correction for error on proper representation by the Union.

#### **14.12 Previous Experience**

Upon recruiting new (including previous) employees, the Employer agrees that previous comparable experience shall be taken into consideration and the commencing pay rate may be at any step in the range above the minimum.

### **14.13 More Favourable Rate or Condition**

No employee who is at present receiving a more favourable rate or condition than is specified herein shall incur a reduction in such rate or condition unless a reduction in such rate or condition was negotiated.

### **14.14 Part-Time Employees**

#### **14.14.01 Qualifying Period**

Employees promoted to a regular full-time position shall be considered qualifying employees in that position for a period of three (3) calendar months.

#### **14.14.02 Increment Progression**

Based on calendar length of service with the Employer.

#### **14.14.03 Seniority**

Applicable on a proportionate basis (See also Casual Employees Addendum)

## **ARTICLE 15 - JOB DESCRIPTIONS**

During the life of this Collective Agreement, the Employer shall prepare job descriptions for all classifications covered by the Certificate of Bargaining Authority. Job descriptions should contain the job title, name of the department, title of the immediate supervisor, classification and wage level of the job, a summary statement of the job, a list of the duties and the date prepared. Such job descriptions shall be presented in writing to the Union. Employees shall have access to a copy of the current job descriptions. If the Union fails to object in writing within sixty (60) calendar days of receipt of the job descriptions from the Employer, the job descriptions shall be considered as established.

### **New/Changed Position**

Where the Employer establishes a new position, or where the Employer implements material changes to the existing jobs so that the job description is no longer accurate, the employer shall provide written notification to the Union. The notification will contain:

- A) A new or revised job description
- B) The effective date of the new or changed job
- C) The proposed job classification and wage rate.

If the Union fails to object in writing within sixty (60) days of notification, the job description, classification, and wage rate shall be considered or agreed.

Where written notice of objection is mentioned within the aforementioned sixty days, the parties shall meet and attempt to reach a resolution.

Where no resolution is achieved, the matter shall be referred to arbitration in procedure with Article 11.



## **ARTICLE 16 - JOB POSTINGS AND APPLICATIONS**

### **16.01 Job Postings and Applications**

If a vacancy or a new job is created for which union personnel might reasonably be recruited, the following shall apply:

- A) If the vacancy or new job has a duration of thirty (30) calendar days or more, the vacancy or new job including salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off, the work area and the commencement date shall, before being filled, be posted for a minimum seven (7) calendar days, in a manner which gives all employees access to such information.
- B) Notwithstanding (A) above, if the vacancy is a temporary one of less than sixty (60) calendar days, the position shall not be posted and instead shall be filled as follows:
  - i) where practicable by qualified regular employees who have indicated in writing their desire to work in such position consistent with the requirements of Article 14. If the application of this paragraph requires the employer to pay overtime to the employee pursuant to Article 19, the proposed move shall not be made.
  - ii) by employees registered for casual work in accordance with the casual addendum.
  - iii) in cases of unanticipated or unplanned temporary absences, such temporary absence may first be filled under (B)(ii) for a period of up to seven (7) days.

### **16.02 Change to Start & Stop Times, Days Off and Department**

In the posting of a vacancy or a new job, the hours of work, including stop and start times, days off and work area may be subject to change provided that:

- i) the change is consistent with operational requirements and the provisions of the Collective Agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- ii) the Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the change will have on the personal circumstances of such employee(s).

### **16.03 Special Project Vacancies**

Positions funded for specific projects, i.e. grant-funded, capital projects, etc., will be posted pursuant to the collective agreement.

When the funding ends, and internal candidate retains their previous status. For an external candidate, they maintain their current rights under the collective agreement.

**16.04 Application from Absent Employees**

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, compassionate leave, education leave, or special leave, and who have filled in an application form before each absence, stating the jobs they would be interested in applying for should a vacancy or new job occur during their absence.

**16.05 Temporary Appointments**

Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting and consideration of Union personnel pursuant to 16.01 and 16.04 above.

**16.06 Notice to Union**

A copy of all postings shall be sent to the steward of the Union within the aforementioned seven (7) calendar days.

**16.07 Notice of Successful Applicant**

The Employer shall, within three (3) calendar days, inform all applicants of the name of the successful applicant either in writing to each applicant or posting the name of the successful applicant in the same manner in which the vacancy or new job was posted.

**16.08 Grievance Investigation**

The Employer agrees to supply to the Union the names of all applicants for a vacancy or new position in the course of a grievance investigation.

**ARTICLE 17 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES**

**17.01 Technological Change**

**17.01.01 Preamble**

This Article shall not interfere with the right of the Employer to make such changes in methods of operation.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as practical from loss of employment.

**17.01.02 Employment Security**

The parties agree that voluntary solutions to problems and adjustment which arise from reorganization and restructuring are the best ones and will make every effort to achieve them.

**17.01.03 Enhanced Consultation**

The Employer shall notify the Union of any proposed labour adjustment initiative in accordance with the general principles of enhanced consultation.

The parties shall meet with respect to the proposed initiative and explore a means whereby the matters arising there from may be accommodated. Specifically, the parties shall use their best efforts to achieve the permanent or interim solution which best meets the needs of the proposed initiative.

## **17.02 Job Training**

The Employer and the Union shall utilize the Union/Management Committee to discuss Training and Skill Upgrading for the following purposes:

for planning training programs for those employees affected by technological change;

- i) for planning training programs to enable employees to qualify for new positions being planned through future expansion or renovation;
- ii) for planning training programs for those employees affected by new methods of operation;
- iii) for planning training programs in the area of general skill upgrading.

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Human Resources Development Canada and Provincial Ministry of Labour, or other recognized training institutions.

## **17.03 Process - Reduction and Restructuring**

### **17.03.01**

In the event of reduction resulting from any labour adjustment or downsizing initiative, the Employer together with the Union will canvass the bargaining units by means of a notification process to see the degree to which necessary reductions and labour adjustment generally can be accomplished on a voluntary basis by early retirement, and other voluntary options. In the case of voluntary options, where more employees are interested in an available option than are needed for the necessary reductions, the options will be offered to qualified employees on the basis of seniority.

### **17.03.02**

Failing voluntary resolution, positions to be reduced will be identified by the Employer in accordance with the collective agreement.

### **17.03.03**

The parties agree that FTE reductions will not result in a workload level that is excessive or unsafe.

## **17.04 Definition of Displacement**

Any employee classified as a regular employee shall be considered displaced by technological change when his/her services shall no longer be required as a result of a change in plant or equipment, or a change in a process or method of operation diminishing the total number of employees required to operate the department in which he/she is employed.

### **17.05 Bumping**

It is agreed that in instances where a job is eliminated, either by automation or change in method of operation, employees affected shall have the right to transfer to a job in line with seniority provided such transfer does not effect a promotion and provided, further, the employee possesses the ability and qualifications to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability.

A transfer under this section shall not be deemed to effect a promotion unless it results in an increase in the pay rate of the transferring employee in excess of three percent (3%) of his/her existing pay rate.

The Union will enact a policy recommending to its membership that they facilitate and expedite the job selection, placement and bumping process.

### **17.06 Notice of Displacement**

Where a notice of displacement of layoff actually results in a layoff, and prior to the layoff becoming effective, two (2) copies of such notice shall be sent to the Local steward who will forward one (1) of the two (2) copies to the Union office.

### **17.07 Layoff Notice**

#### **17.07.01**

Regular employees who are laid off by the Employer and who have been regularly employed for the period specified below, shall receive notice or pay in lieu as follows:

#### **A) Regular Full-Time Employees**

- i) Less than four (4) years service - twenty-eight (28) calendar days notice or regular pay for twenty (20) work days;
- ii) Minimum of four (4) years but less than nine (9) years service - forty (40) calendar days notice or regular pay for thirty (30) work days;
- iii) More than nine (9) years service - sixty (60) calendar days notice or regular pay for forty (40) work days.

#### **B) Regular Part-Time Employees**

Regular part-time employees shall receive the same notice as provided full-time employees above, however, pay in lieu of notice shall be proportionate to their hours worked.

#### **17.07.02**

Notice of lay-off shall not apply where the Employer can establish that the lay-off results from an act of God, fire or flood.

#### **17.07.03**

Laid off regular 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 ability and qualifications of performing the duties of the vacant job, on the basis of last off - first on. Laid off employees failing to report for work of an ongoing nature 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 to another employer shall be deemed to be in compliance with the seven (7) day provision. In the exercise of rights under this Article, employees shall be permitted to exercise their rights in accordance with Article 17.06.

#### **17.08 Interim Solutions**

The parties will cooperate in the spirit of this agreement to facilitate interim job security solutions by means of relief assignments pending more permanent solutions.

#### **17.09 Contracting In/Out**

- A) The Employer retains the right to contract out bargaining unit work, provided that such contracting out does not result in the layoff or reduction in the regular hours of work hours of a bargaining unit employee.
  
- B) Part-time employees will be given the opportunity to increase their hours of work, provided this does not result in overtime or premium payments.

### **ARTICLE 18 - TERMINATION OF EMPLOYMENT**

#### **18.01 Employee's Notice of Termination**

Employees shall make every effort to give twenty-eight (28) calendar days notice when terminating their employment.

Employees leaving with less than fourteen (14) calendar days notice shall be paid their earned vacations less two per cent (2%); for example:

- employees entitled to eight per cent (8%) shall be paid six per cent (6%);
- employees entitled to ten per cent (10%) shall be paid eight per cent (8%), etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than fourteen (14) calendar days notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

#### **18.02 Employment Abandoned**

Any employee who fails to report for work and does not notify his/her supervisor within three (3) work days and who cannot give an acceptable reason for his/her absence shall be considered as having abandoned his/her position.

## **ARTICLE 19 - SCHEDULING PROVISIONS**

### **19.01**

- A) (i) The Employer shall notify its employees in writing of their on and off-duty work days, including statutory holidays, at least fourteen (14) calendar days in advance of their effective date.  
  
(ii) If the Employer requires an employee to work on one or more off-duty work day(s) and has not given the notice described above, such employee shall be paid overtime rates for the work performed on the first such work day.
- B) Except as provided in paragraph (c) of this section, if employees are not given at least twelve (12) consecutive hours off-duty between the end of one work day and the start of the next, such employees will be paid at overtime rates for the second work day.
- C) If an employee makes a written request to change work days, and the Employer grants that request, paragraph (b) of this section will not apply and the employee will not be entitled to overtime pay under this Article for the second work day.

### **19.02 Unusual Job Requirements of Short Duration**

At times it is necessary for an employee to perform work not normally required in his/her job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which he/she is not adequately trained.

## **ARTICLE 20 - HOURS OF WORK**

### **20.01 Continuous Operation**

The work week shall provide for continuous operation Monday through Friday. Designated days off shall be Saturday and Sunday. This can be varied by mutual agreement between the Employer and the Union.

### **20.02 Hours of Work**

The hours of work for each regular full-time employee covered by this agreement exclusive of meal times shall be thirty-seven and a half (37 ½) hours per week or an equivalent.

Where the Employer intends to introduce a work schedule of less than 7.5 hours per day, the new work schedule, whenever possible, shall be determined by mutual agreement between the Employer and the employees at the local level.

Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.

Employees shall be scheduled off from work, exclusive of annual vacations, a minimum of one hundred and fifteen (115) days per year (that is, an average of two (2) days per week plus a minimum of eleven (11) statutory holidays.) If at the end of fifty-two (52) weeks dating from an employee's first scheduled shift in January, an employee has not had a minimum of one hundred and fifteen (115) days off, he/she shall be paid extra at the applicable overtime rate for each day by which his/her total number of days off fall short of one hundred and fifteen (115) days, except that

he/she shall not again be paid for any day for which he/she was paid overtime in accordance with Article 21 or Article 27.04.

### **20.03 Rest and Meal Periods**

#### **A) Rest Periods**

Employees working a full shift shall receive two (2) rest periods, one (1) in each half of the shift. Employees working less than a full shift shall receive one (1) rest period.

Employees electing to take these breaks in their work areas shall receive fifteen (15) minute breaks. Those leaving their work area shall be allowed ten (10) minutes in the cafeteria.

#### **B) Meal Periods**

All employees covered by the Collective Agreement shall receive a one-half (½) hour meal period, no more, no less. The Employer shall attempt to schedule the meal period as close as possible to the middle of the shift.

### **20.04 Split Shifts**

No split shifts shall be worked except in cases of emergency.

### **20.05 Part-Time Employees**

The Employer shall eliminate, as far as possible, all part-time employees if work is available for a full time employee.

### **20.06**

Working in this Article precludes the employer from reducing or increasing an employees regular or daily hours of work, provided proper notice is given and any applicable overtime is paid.

## **ARTICLE 21 - OVERTIME**

### **21.01**

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 20.02, or who are requested to work on their scheduled off-duty days, shall be paid:

- i) the rate of time and one-half (1 ½) of their basic hourly rate of pay for the first two (2) hours of overtime on a scheduled work day and double time(2) thereafter;
- ii) the rate of double time (2) of their basic hourly rate of pay for all hours worked on a scheduled day off.

### **21.02**

Employees required to work on a scheduled day off shall receive the overtime rate as provided but shall not have the day off rescheduled.

### **21.03**

If an employee works overtime on a statutory holiday which calls for a premium rate of pay as provided at Article 27, the employee shall be paid overtime at the rate of time and one-half (1 ½)

times the premium statutory holiday rate for all hours worked beyond seven and one-half (7 ½) in that day.

#### **21.04**

Overtime pay shall be paid to the employee within eight (8) days after the expiration of the pay period in which the overtime was earned except as provided in Article 21.05 below.

#### **21.05**

At the time an employee is required or requested to work overtime, the employee may opt for compensating time off at the applicable overtime rate in lieu of overtime pay. If an employee opts for compensating time off in lieu of overtime pay, the time shall be taken at a time mutually agreed to by the employee and the Employer and shall be taken within twenty-four (24) calendar weeks of the occurrence of the overtime. The Employer will make a reasonable effort to allow time off when requested by the employee. If such time off is not taken by the end of the twenty-four (24) week period, overtime at the applicable overtime rate shall be paid on the employee's next regular pay cheque.

#### **21.06**

An employee who works two and one-half (2 ½) hours of overtime immediately before or following his/her scheduled hours of work shall receive a meal allowance of seven dollars (\$7.00.) One-half (½) hour with pay shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

- i) This clause shall not apply to part-time employees until the requirements of Article 21.08 have been met.
- ii) In the case of an employee called out on overtime to work on a rest day this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

#### **21.07**

When an employee is requested to work overtime on a scheduled work day or on a scheduled day off, the employee may decline to work such overtime except in cases of emergency. Only in cases of emergency may an employee be required to work overtime.

When an employee does not agree that an emergency exists, the employee shall work such overtime under protest and may file a grievance.

#### **21.08**

A regular part-time employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the work day of a full-time employee.

#### **21.09**

A regular part-time employee working less than the normal days per week of a full-time employee and who is requested to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked, up to and including the normal work days in the work week of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal work days in the work week of a full-time employee.



**21.10**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours of time off are not provided, overtime rates shall apply to all hours worked on the next regular shift.

**ARTICLE 22 - SHIFT AND WEEKEND PREMIUMS**

**22.01**

Employees working the evening shift shall be paid a shift differential of seventy cents (70¢) per hour for the entire shift worked. Employees working the night shift shall be paid a shift differential of one dollar (\$1.00) per hour for the entire shift worked.

**22.02**

An Employee shall be paid a weekend premium of fifty cents (50¢) per hour for each hour worked between 0001 hours Saturday and 2400 hours Sunday.

**22.03**

Evening shift will be defined as any shift in which the major portion occurs between 4:00 P.M. (1600 hours) and 12:00 Midnight (2400 hours) and night shift as any shift in which the major portion occurs between 12:00 Midnight (2400 hours) and 8:00 A.M. (0800 hours).

**ARTICLE 23 - CALL BACK**

**23.01**

Employees called back to work on their regular time off (Saturday/Sunday) shall receive a minimum of two (2) hours overtime pay at the applicable overtime rate, or shall be paid at the applicable overtime rate for the time worked, whichever is greater.

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 his/her motor vehicle to work an allowance of forty-four cents (44¢) per kilometre from the employee's home to the Employer's place of business and return. Minimum allowance shall be two dollars (\$2.00).

**ARTICLE 24 - CALL-IN STATUTORY REQUIREMENT**

**24.01**

Any employee, except those covered by Article 23, reporting for work at the call of the Employer shall be paid his/her regular rate of pay for the entire period spent at the Employer's place of business, with a minimum of two (2) hours pay at his/her regular rate of pay if he/she does not commence work, and a minimum of four (4) hours pay at his/her regular rate if he/she commences work.

## **ARTICLE 25 - ON-CALL DIFFERENTIAL**

### **25.01**

Employees required to be on-call shall be paid an on-call differential of one dollar and twenty-five cents (\$1.25) per hour, or portion thereof.

The minimum on-call requirement shall be four (4) consecutive hours.

### **25.02**

Should the Employer require an employee to have a pager or beeper available during their on-call period, then all related expenses for such device shall be the responsibility of the Employer.

## **ARTICLE 26 - TRANSPORTATION ALLOWANCE**

### **26.01**

An employee who uses his/her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of forty-four cents (44¢) per kilometre. Minimum allowance shall be two dollars (\$2.00).

### **26.02**

Where an employee uses his/her own motor vehicle to conduct business at the request of the Employer, and to the extent that Insurance Corporation of British Columbia insurance premiums are necessarily increased to recognize such usage, the Employer shall reimburse the employee that portion of the premium representing the insurance necessary to move the employee's coverage from "to and from work" to "business use".

## **ARTICLE 27 - STATUTORY HOLIDAYS**

### **27.01 Statutory Holidays**

Employees will be entitled to eleven (11) statutory holidays and such other holidays as may be in future proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	Easter Monday
Victoria Day	Canada Day
Thanksgiving Day	Labour Day
Boxing Day	Remembrance Day
Good Friday	Christmas Day
B.C. Day	

Employees who are required to work on a statutory holiday and are given less than seven (7) calendar days advance notice of this requirement will receive pay at the rate of time and one-half (1½) on the hourly rate, and will have such statutory holidays rescheduled.

### **27.02 Super Stats**

Employees who are required to work on Good Friday, Labour Day, or Christmas Day shall be paid two and one-half (2 ½) times the hourly rate. Payment of two and one-half (2 ½) rates under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**27.03**

When an Employee has been on sick leave that is inclusive of one or more working days immediately prior to an Employer scheduled statutory holiday and one or more working days immediately following such Employer scheduled statutory holiday, then the Employer scheduled statutory holiday shall become a day to which accrued sick leave credits shall be applied and it shall be re-scheduled. The employee shall be required in all such cases to provide a certificate of illness from a medical practitioner. The provisions of Article 27.01, paragraph 3 shall not apply to Employer scheduled statutory holidays rescheduled in accordance with this paragraph. Such rescheduled statutory holidays shall be rescheduled not later than January 31st of the year following the year in respect of which they were originally scheduled.

**27.04**

Employees required to work on scheduled days off will receive pay at the rate of double time (2x) for the time worked, but will not have the day off rescheduled.

**27.05**

Employees who are required to work on a statutory holiday other than a Super Stat shall be paid at the rate of double time (2x). Payment of premiums under this provision does not detract from statutory holiday entitlements otherwise owing to the employee.

**27.06**

If an employee terminates during the year, he/she shall be entitled to the same portion of one hundred and fifteen (115) days off that his/her period of service in the year bears to a full year.

**27.07**

Every effort will be made to schedule such public holidays or their equivalent days, as additions to the employee's two (2) regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

**27.08**

The Employer shall make every effort to schedule either Christmas Day or New Year's Day off for employees so requesting.

**27.09**

If an Employer scheduled statutory holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each statutory holiday so occurring.

**27.10 Part-Time Employees**

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full time employees.

**ARTICLE 28 - VACATIONS**

**28.01 Vacation Entitlement**

Regular full-time employees shall be credited for and granted vacations earned up to July 1st each year, on the following basis:

- A) New employees who have been continuously employed at least six (6) months prior to July 1st will receive vacation time based on total completed calendar months employed to July 1st.

New employees who have not been employed six (6) months prior to July 1st will receive a partial vacation after six (6) months service based on a total completed calendar months employed to July 1st.

- B) Regular full-time employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

1 year continuous service 16 work days vacation  
2 year continuous service 17 work days vacation  
3 year continuous service 18 work days vacation  
4 year continuous service 19 work days vacation  
5 year continuous service 20 work days vacation  
6 year continuous service 21 work days vacation  
7 year continuous service 22 work days vacation  
8 year continuous service 23 work days vacation  
9 year continuous service 24 work days vacation  
10 year continuous service 25 work days vacation  
11 year continuous service 26 work days vacation  
12 year continuous service 27 work days vacation  
13 year continuous service 28 work days vacation  
14 year continuous service 29 work days vacation  
15 year continuous service 30 work days vacation (and so on)

This provision applies when the qualifying date occurs before July 1st in each year.

### **Part Time Employees**

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full time employees.

### **28.02 Vacation Period**

Vacation time earned up to July 1st as indicated in Articles 28.01 and 28.02 shall be granted as follows:

Sixty per cent (60%) of the employees shall be scheduled and granted vacations during the months of June, July, August and September.

Forty per cent (40%) of the employees shall be scheduled and granted vacations during the remainder of the year.

The choice of vacation periods shall be granted employees on the basis of seniority with the Employer except where the period requested would be detrimental to the operation of a department.

### **28.03 Splitting of Vacation Periods**

Annual vacations for employees with ten (10) work days vacation or more shall be granted in one (1) continuous period but may, upon request from the employee, be divided subject to the approval of the Employer, provided that the following shall apply:

- (1) The Employer's approval shall not be unreasonably withheld, taking into consideration the operational requirements of the department; and
- (2) At least one block of vacation shall be at least five (5) days in duration;

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period which shall be taken at a time mutually agreed between the Employee and the Employer.

Annual vacations for employees with less than ten (10) work days vacation shall be granted in one (1) continuous period.

### **28.04 Vacation Pay**

Vacation pay to which an employee is entitled shall be paid to the employee at least one (1) calendar day before the beginning of his or her vacation, provided that the employee gives the Employer at least fourteen (14) days written advance notice. The amount of his or her vacation pay shall be based on the number of work days of planned absence due to vacation for each vacation period.

### **28.05 Vacations Non-Accumulative**

Vacation time shall not be cumulative from calendar year to calendar year.

### **28.06 Vacation Entitlement Upon Dismissal**

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Articles 28.01 and 28.02.

### **28.07 Reinstatement of Vacation Days - Sick Leave**

In the event an employee is sick or injured prior to the commencement of his/her vacation, such employee shall be granted sick leave and the vacation period so displaced shall be added to the vacation period if requested by the employee and by mutual agreement, or shall be reinstated for use at a later date.

In the case of illness or injury, the Employer shall have the right to require a certificate.

### **28.08**

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two (2) times his/her applicable rate of pay for all hours worked and shall have vacation period so displaced rescheduled with pay at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employee.

## **28.09 Part-Time Employees**

Part-time employees shall receive the same perquisites on a proportionate basis as granted regular full time employees, (i.e. if .63 FTE, then sixty-three per cent (63%) of the FT employee's entitlement.)

## **ARTICLE 29 - COMPASSIONATE LEAVE**

### **29.01**

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, 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.

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 used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

## **ARTICLE 30 - SPECIAL LEAVE**

### **30.01**

Employee shall earn special leave credits with pay up to a maximum of twenty-five (25) days (187.5 hours) at the rate of one-half (0.5) day (3.75 hours) every four (4) weeks (150 hours.)

As special leave credits are used, they shall continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (1) Marriage Leave — five (5) days.
- (2) Paternity Leave — one (1) day.
- (3) Serious household or domestic emergency when no one at the employee's home other than the employee can deal with the emergency – up to two (2) days at one time.
- (4) Leave of one (1) day may be added to three (3) days compassionate leave.
- (5) Leave of three (3) days may be taken for travel associated with compassionate leave.
- (6) Adoption Leave — one (1) day.

- (7) Leave to meet the responsibilities related to the health of an immediate family member residing with the employee – up to two (2) days at one time and not to exceed the amount of special leave credits in an employee's bank. Such leave will constitute family responsibility leave under s.52 of the Employment Standards Act until an employee's family responsibility leave entitlement is exhausted.
- (8) Leave to meet the responsibilities related to the health of an immediate family member not residing with the employee – up to one (1) day at a time up to a maximum of three (3) days per calendar year. Such leave will constitute family responsibility leave under s.52 of the Employment Standards Act until an employee's family responsibility leave entitlement is exhausted.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, he/she may request leave of absence without pay.

### **30.02 Part-time Employees**

Part-time Employees shall receive the same perquisites on a proportionate basis as granted regular full-time employees, including the following:

All special leave credits shall be paid in conformity with Article 30. Two and three fifths (2-3/5) days (19.5 hours) per year for those working an average of fifteen (15) hours a week per calendar year, or a proportionate amount depending on time worked.

## **ARTICLE 31 - SICK LEAVE, WCB, INJURY ON-DUTY**

### **31.01**

The following sick leave provisions may be varied by mutual agreement between the Union and the employer in the event further EI premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.

### **31.02**

Sick leave credits with pay shall be granted to full-time employees on the basis of one and one-half (1 ½) work days per month, cumulative up to one hundred and fifty-six (156) work days. Upon completion of the three (3) month probationary period, employees shall have sick leave benefits paid retroactive to their starting date to the extent of the accumulated sick leave credits earned up to the date of return from illness.

### **31.03**

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be required to prove sickness of greater than three (3) days to the Employer. Where the Employer has reason to be concerned about the legitimacy of the medical absence or can demonstrate a pattern of excessive sick time use, an employee may be required to prove sickness from the first day of illness. Failure to meet this requirement can be cause for disciplinary action. Repeated failure to meet this requirement can lead to 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.

**31.04**

Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.

An employee shall be granted reasonable injury-on-duty leave with pay if it is determined by the Provincial Workers' Compensation Board that he/she is unable to perform his/her duties and the employee agrees to pay to the Employer any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such compensable injury or accident.

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

**31.05**

Employees qualifying for Workers Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period where such termination would affect WCB benefits, and provided that all other provisions of the Collective Agreement are complied with.

**31.06**

Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.

Sick leave deductions shall be according to actual time off.

**31.07**

An employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident.

Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave with pay shall be granted, and paid for from accumulated sick leave when the employee is unable to arrange the appointment for his/her normal off-duty hours. If no such hours exist then he/she will be granted sick leave without pay.

**31.08**

Employees with more than one (1) year of service who are off because of sickness or accident shall at the expiration of paid sick leave benefits, be continued on the payroll under the heading of leave of absence without pay for the following time period:

- A) The duration of their illness;
- B) Until they meet the threshold waiting period for LTD, at which time they remain on the payroll under the heading of LTD;
- C) While awaiting WCB payments if injury occurred while on work time, at which time they remain on the payroll under the heading of WCB;
- D) The employee shall be required to provide a medical opinion which describes the medical restrictions that prevent the employee from working, the employee's prognosis for recovery and wherever possible, an expected date of return to work, and any accommodation that might be required to enable the employee to return to active



employment. Nothing in this provision prevents the Employer from terminating an employee's employment for non-culpable reasons if they are unable to return to active employment in a productive capacity in the foreseeable future. Such termination would be subject to arbitral and human rights principles related to non-culpable discharge.

**31.09**

Employees with less than one (1) year of service who are off because of sickness or accident shall be continued on the payroll under the heading of leave of absence without pay for a period of seven (7) work days. Further leave of absence periods of seven (7) work days without pay may be granted upon written request. These written requests shall be acknowledged in writing. If no written report is received by the Employer within the seven (7) work days from such an employee explaining his/her condition, he/she shall be removed from the payroll.

**31.10**

The Employer shall inform all employees at least once each year of the number of sick days accumulated and shall make the information available to an employee on request.

**31.11**

All sick leave credits are cancelled when an employee terminates his/her employment as provided in Article 31.12 below.

**31.12 Cash Pay-Out of Unused Sick Leave Credits**

Upon retirement or voluntary leave of the workforce as defined in Article 43, Severance Allowance, regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty per cent (40%) of unused sick leave credits calculated at the employee's rate of pay at retirement.

**31.13 Other Claims**

In the event that an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this Agreement. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

**31.14 Part-Time Employees**

All sick leave credits shall be paid in conformity with Article 31. Sick leave credits are accrued on a prorated basis [i.e. seven point two (7.2) days, fifty-one point eighty-four (51.84) hours] per year for those working an average of fourteen point four (14.4) hours per week per calendar year or a proportionate amount depending on time worked.

## **ARTICLE 32 - EDUCATIONAL LEAVE**

### **32.01 Employer Requested Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to employees whenever the Employer requests, in writing, that the employee take designated courses and/or examinations. The cost of the course and/or any examination fee and reasonable expenses incurred in taking the course and/or examination shall be paid by the Employer.

### **32.02 In-Service Education**

The parties recognize the value of in-service education both to the employee and the Employer and shall encourage employees to participate in in-service education. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

### **32.03 Employee Requested Long Term Leave**

After three (3) years continuous service, an employee may request an unpaid leave of absence to take educational courses relating to the worksite subject to the following provisions:

- A) The employee shall give the longest possible advance notice in writing. Where an employee requests an unpaid leave of absence in excess of four (4) calendar months, such employee shall make every effort to give six (6) calendar months advance notice in writing of such request.
- B) Every effort shall be made by the Employer to comply with such request, providing that replacements to ensure proper operation of the department can be found.
- C) Notices granting such requests shall be given by the Employer in writing.
- D) Article 34.03 is applicable.

### **32.04 Paid Education Leave**

- A) Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Every reasonable effort shall be made by the Employer to comply with such applications.
- B) Paid education leave will only be utilized to attend courses which are necessary to maintain an employee's current certification, registration or licence, required by the approved benchmark. It may also be utilized to sit exams for relevant professional courses.
- C) Upon approval of the course, the Employer will grant two days education leave of absence with pay (at straight time rates,) to a maximum of 14.4 hours. Premium pay does not apply under this article. Paid education leave is not to exceed two (2) days (14.4 hours) of Employer contribution per agreement year; nor shall it accumulate from agreement year to agreement year.

## **ARTICLE 33 - JURY DUTY**

### **33.01**

An employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown or the defense (not being himself/herself a party to the proceeding), shall continue to receive his/her regular pay and benefits. The employee shall turn over to the Employer any monies he/she receives from the court on the days he/she is normally scheduled to work, providing this does not exceed his/her regular pay rate. The employee shall not be required to turn over allowances received for traveling and meals.

## **ARTICLE 34 - LEAVE - UNPAID**

### **34.01 Unpaid Leave**

An employee may request an unpaid leave of absence for any reason. The employee shall provide written notice of fourteen (14) calendar days. The employer shall make every reasonable effort to comply with such requests, providing that replacements can be found, confirmation of the employer's decision shall be given in writing as soon as possible.

The above noted fourteen (14) days notice may be waived by the employer in the case of exceptional unanticipated circumstances.

### **34.02 Unpaid Leave - Affecting Seniority and Benefits**

Any employee granted unpaid leave of absence totaling up to twenty (20) working days in any year shall continue to accumulate seniority and all benefits and shall return to his/her former job and increment step.

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 to the last day of the unpaid leave but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

### **34.03 Unpaid Leave - Union Business**

- A) Short-term leave of absence without pay to a maximum of fourteen (14) days at one time shall be granted to employees designated by the Union to transact Union business including conventions and conferences unless this would unduly interrupt the operation of the employer provided, however, that these designated employees shall be paid by the Employer for time lost in attending meetings during working hours whenever their attendance is required by the Employer. The Union shall give a minimum of seven (7) working days notice. Seniority shall continue to accumulate during such leave and shall apply to such provisions as annual vacations, increments and promotions.
  
- B) Long-term leave of absence without pay shall be granted to employees designated by the Union to transact Union business for specific periods of not less than fourteen (14) days unless this would unduly interrupt the operation of the department. Such requests shall be made with seven (7) working days in advance to minimize disruption of the operation. Employees granted such leave of absence shall retain all rights and privileges accumulated prior to obtaining such leave.

- C) Leave of absence without pay shall be granted to employees designated by the Union for the purpose of collective bargaining. Seniority and all benefits shall accumulate during such leave. The Union shall provide a minimum of seven (7) working days notice.
- D) The foregoing provisions shall not limit the provisions of Article 5.10, 9.01, 9.02, 9.03, 11.06, 11.07, 12.01, 12.02.
- E) Every effort will be made by the Employer to retain employees on unpaid leave of absence for Union business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved. This provision does not apply to employees on extended leaves of absence who are employed by the Union on a regular full-time basis.
- F) (i) Provided not less than seven (7) days notice has been given, members of the Provincial Executive of the Union shall be granted leave of absence to attend the regular meetings of such Executive.  
  
(ii) Where less than seven (7) days notice is given, leave pursuant to this paragraph shall be subject to reasonable operational requirements.

#### **34.04 Unpaid Leave - Public Office**

Employees shall be granted unpaid leave of absence to enable them to run for elected public office and if elected, to serve their term(s) of office subject to the following provisions:

- A) Employees seeking election in a Municipal, Provincial or Federal election shall be granted unpaid leave of absence for a period up to ninety (90) calendar days.
- B) Employees elected to public office shall be granted unpaid leave of absence for a period up to five (5) years.

### **ARTICLE 35 - MATERNITY LEAVE**

#### **35.01 Pregnancy shall not constitute cause for dismissal .**

Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Employment Insurance Act, shall be covered by sick leave credits providing the employee is not in receipt of maternity benefits under the Employment Insurance Act or any wage loss replacement plan.

Employees shall be granted maternity leave of absence without pay. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

Employees shall make every effort to give at least seven (7) days notice prior to the commencement of maternity leave of absence without pay, and employees shall give at least seven (7) days notice of their intention to return to work prior to the termination of the leave of absence.

If an employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the employee may be required to take unpaid leave of absence.

The Employer may require the employee to provide a doctor's certificate indicating the employee's general condition during pregnancy along with the expected date of confinement.

Upon return to work, the employee shall continue in her former position without loss or perquisites accumulated up to the date of commencement of the maternity leave of absence without pay and subject to the provisions of Article 34.02.

Effective the signing date of this agreement, leave of absence for maternity may be taken for a period not to exceed fifty-two (52) weeks, or sixty-three weeks should Section 50(3) or Section 51(2) of the Employment Standards Act apply. For the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence. For the balance of the leave, the Employees will be entitled to the benefits set forth in the Employment Standards Act. The balance of a maternity leave shall be without pay or benefits.

## **ARTICLE 36 - ADOPTION LEAVE**

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to up to thirty-seven (37) weeks following the adoption of a child beginning within fifty-two (52) weeks from the date the child is placed with the parent. The employee shall furnish proof of adoption. Where both parents are employees of the Employer, the employees will decide which of them will apply for leave.

## **ARTICLE 37 - OCCUPATIONAL HEALTH AND SAFETY**

The Employer and the Association 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.

### **37.01 Occupational Health and Safety Committee**

- A) The parties agree that a Joint Occupational Health and Safety Committee will be established. The Committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. Employees who are members of the Committee shall be granted leave without loss of pay.
- B) The Employer will provide orientation and/or in-service, which is necessary for the safe performance of work, including universal precautions, the safe use of equipment, safe techniques for lifting and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes. The Employer will provide appropriate safety clothing and equipment.
- C) The Employer shall be informed by the Occupational Health and Safety Committee of its recommendations on ergonomic adjustments and on measures to protect pregnant employees as far as occupational health and safety matters are concerned.

### **37.02 Medical Examinations**

An employee may be required by the Employer, at the request of and at the expense of the Employer, to take a medical examination by a physician of the employee's choice, Employees may be required to take skin tests, x-ray examination, vaccination, inoculation and other immunization (with the exception of a Rubella vaccination when the employee is of the opinion that a pregnancy is possible), unless the employee's physician has advised in writing that such a procedure may have an adverse effect on the employee's health.

## **ARTICLE 38 - HEALTH CARE PLANS**

### **38.01 Medical Plan**

Eligible employees and their dependants shall be covered by the British Columbia Medical Services Plan or carrier approved by the British Columbia Medical Services Commission. The Employer shall pay one hundred percent (100%) of the premium.

An eligible employee who wishes to have coverage for other than dependants may do so provided the Medical Plan is agreeable and the extra premium is paid by the employee through payroll deduction.

Membership shall be a condition of employment for eligible employees who shall be enrolled for coverage following the completion of three (3) months employment or upon the initial date of employment for those employees with portable service as outlined in Article 14.12.

### **38.02 Extended Health Care Plan**

The Employer shall pay one hundred percent (100%) of the monthly premiums for Extended Health Care coverage for regular employees and their dependants as per the 'Chamber of Commerce Group Insurance Plan' or any other plan as may be mutually agreed between the parties.

### **38.03 Dental Coverage**

The Employer shall pay one hundred percent (100%) of the monthly premiums for Dental Coverage for regular employees and their dependants as per the 'Chamber of Commerce Group Insurance Plan' or any other plan as may be mutually agreed between the parties.

### **38.04 Group Life Insurance Plan**

The Employer shall pay one hundred percent (100%) of the premiums for Group Life Insurance and Accidental Death and Dismemberment coverage for regular employees as per the 'Chamber of Commerce Group Insurance Plan' or any other plan as may be mutually agreed between the parties.

### **38.05 Long Term Disability**

The Employer shall pay one hundred percent (100%) of the premiums for Long Term Disability coverage for regular employees as per the 'Chamber of Commerce Group Insurance Plan' or any other plan as may be mutually agreed between the parties.

## **ARTICLE 39 - SUPERANNUATION/RETIREMENT SCHEME**

### **39.01**

Employees will be covered by the retirement scheme as per Addendum - Retirement Scheme, effective March 1st, 2000.

### **39.02**

The parties will investigate the possibility of its employees becoming members of the Municipal Superannuation Plan. The parties will meet to discuss the results of their investigation no later than September 1st, 2002.

## **ARTICLE 40 - EMPLOYMENT INSURANCE COVERAGE**

### **40.01**

All employees affected by this Agreement shall be covered by the Employment Insurance Act, or succeeding Acts.

Employee portion of premiums rebated by the Employment Insurance Commission shall be paid directly to employees by the employer.

## **ARTICLE 41 - SEVERANCE ALLOWANCE**

### **41.01 Employees Who Qualify Defined**

- A) A severance allowance shall be paid to each employee who has completed ten (10) years service and who:
- (1) voluntarily leaves the employer's workforce after his/her fifty-fifth (55th) birthday, or
  - (2) is terminated because the employee's services are no longer required due to closure of the facility, job redundancy, etc., except employees dismissed for cause, or
  - (3) dies in service.
- B) Where an employee is laid off, and such employee would be entitled to severance allowance upon the expiration of the one (1) year period of seniority retention, such employee may, at the time of lay-off or at any time during the one (1) year period aforesaid, elect in writing to be terminated rather than accept or retain a lay-off status, in which event the severance allowance shall be payable forthwith.

### **41.02 Definition of Service to Calculation of Severance Allowance Monies**

- A) An employee's service shall be calculated from the initial date of employment subject to the application of Article 34.03 and the following:
- B) Length of service shall include paid sick leave, annual vacations, statutory holidays and periods of unpaid leave of absence up to twenty (20) working days per year granted under Article 34.03. Length of service shall also include accrued annual vacation and statutory holidays at the date of termination.

- C) The same period of service cannot be used more than once for calculating severance allowance.

**41.03 Calculation of Severance Allowance Monies**

- A) Severance allowance monies for regular full-time and regular part-time employees shall be calculated on the basis of one (1) week's pay for every two (2) years of service to a maximum of twenty (20) weeks pay.

Proportionate payments shall be paid for service less than two (2) years as calculated in the following example:

If an employee has fifteen (15) years service and 1000 hours into his/her sixteenth (16th) year, he/she shall be entitled to:

Fourteen (14) years service	-	7 weeks
Fifteenth (15th) year	-	2½ days
1000 hours additional	$\frac{1000}{1957.5}$ X	2.5 days OR 1.28 days

- B) Length of service for part-time employees shall be calculated as follows:
  - (1) total hours worked divided by thirty-seven and one-half (37.5) hours to establish weeks of service, then
  - (2) weeks of service to be divided by fifty-two (52) weeks to give years of service for severance allowance payment.
- C) In addition to the foregoing severance allowance regular full-time and regular part-time employees shall be paid in cash an amount equivalent to forty per cent (40%) of unused sick leave credits calculated at the employee's rate of pay at leave.

**ARTICLE 42 - PRINTING OF THE AGREEMENT**

**42.01**

The union and the employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the employer shall print sufficient copies of the Agreement for distribution to employees.

The Agreement shall be printed and bear a recognized union label. The union shall type the agreement at the union office and supply a disc to the employer. The Employer shall print the Agreement and provide a copy to the union and to each employee.

**ARTICLE 43 - WAGE SCHEDULES, ATTACHMENTS & ADDENDA**

**43.01**

Employees shall be compensated in accordance with the applicable Wage Schedules, Attachments and Addenda appended to this Collective Agreement.



### **43.02**

The indication in this Wage Schedule of a job and accompanying wage classification shall not bind the employer to create such job if not already in existence.

### **43.03 Wage Schedule**

The pay rate (including increments and stated extras) as agreed to and hereinafter in this Schedule provided, shall be in effect during the term of the Agreement, from April 1, 2001.

### **43.04 Increments**

- A) Regular full-time and regular part-time employees shall move to the increment step indicated by calendar length of service with the Employer.
- B) Casual employees shall move to the increment step indicated by accumulated hours of service with the Employer.

### **43.05 Pay Days**

Employees shall be paid by cheque or direct deposit during the last week of the month subject to the following provisions:

- A) The statements given to employees with their pay cheques shall include the designation of statutory holidays paid, the listing of all adjustments including overtime and promotions, the cumulative amount of sick leave credits earned, and an itemization of all deductions.
- B) When a pay day falls on a non-banking day, the pay cheque shall be given prior to the established pay day.
- C) If the Employer implements a system of direct deposit, the employee will be given the option of being paid by cheque or direct deposit.
- D) Employees paid by cheque whose days off coincide with pay day shall be paid, as far as practicable, on his/her last working day preceding the pay day, provided the cheque is available at his/her place of work.
- E) At the request of the employee, the Employer will provide an advance payment of wages on or before the 15th of each month. The amount of this advance shall be approximately fifty percent (50%) of the employee's average monthly net pay, or an amount otherwise mutually agreed between the Employer and the employee.

### **43.06 Effective Date of Wages and Benefits**

All new wages shall be effective from the dates specified in schedule A. Benefits shall be effective from the dates specified in this Collective Agreement. Non-compensation changes shall be effective from the date of ratification unless otherwise specified in this Collective Agreement.

## WAGE SCHEDULE

	1% Effective November 1, 2001	2% Effective November 1, 2002	2% Effective November 1, 2003
<i>Janitor</i>	\$15.81	\$16.13	\$16.45
<i>Secretary</i>	\$17.17	\$17.51	\$17.86

## **ADDENDUM A**

### **Casual Employees**

- A) Casual employees shall be employed only to relieve in positions occupied by regular full-time and regular part-time employees provided that a casual employee shall not be used for a period in excess of sixty (60) calendar days in any one position. Without limiting the generality of the foregoing, the employer may call casual employees to perform the following work:
- (1) vacation relief;
  - (2) sick leave relief;
  - (3) education relief;
  - (4) maternity leave relief;
  - (5) compassionate leave relief;
  - (6) union business relief;
  - (7) educational leave relief
  - (8) such other leave relief as is provided by the Collective Agreement; or
  - (9) in an emergency where an extraordinary workload develops, as casual employee may be used to do work having a duration of sixty (60) calendar days;
  - (10) Temporary work of less than two (2) weeks duration.
- B) Casual employees shall be called in to work in the order of their seniority provided that they are registered to work in a job classification applicable to the work required to be done. A casual employee shall be entitled to register for work in any job classification in a single department in respect of which such employee has the present qualifications and capabilities to perform the work. No casual employee shall be registered in more than one (1) department except where the employer and the union otherwise agree in good faith.
- C) Where it appears that the regular employee whose position is being filled by a casual employee will not return to his/her position within sixty (60) calendar days, that position shall be posted and filled pursuant to the provisions of Articles 14.01, 16.01 and 17 of the Agreement.
- D) A casual employee who is appointed to fill a position under Section 3 shall not thereby become a regular employee. A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no

present regular incumbent. Upon completion of an assignment a casual employee shall be reverted to the casual list.

E) Casual employees are entitled to all benefits of this Agreement except the following:

- (1) Article 13 - Probationary Period;
- (2) Article 14.02, 14.04, 14.05, 14.06, 14.07, 14.08 and 14.09
- (3) Article 16.04 - Job Postings and Applications;
- (4) Article 17 - Technological, Automation and Other Changes;
- (5) Article 17.03 - Process - Reduction in the Work Force;
- (6) Article 18.01 - Employer's Notice of Termination;
- (7) Article 19 - Scheduling Provisions except 19.01(e);
- (8) Sections 21.09 and 21.10 of Article 21 - Overtime;
- (9) Sections 28.03 and 28.04 of Article 28 - Vacations;
- (10) Article 29 - Compassionate Leave;
- (11) Article 30 - Special Leave;
- (12) Article 31 - Sick Leave, WCB, Injury-On-Duty;
- (13) Article 32 - Educational Leave;
- (14) Article 33 - Jury Duty;
- (15) Article 34 - Leave - Unpaid
- (16) Article 35 - Maternity Leave;
- (17) Article 36 - Adoption Leave;
- (18) Article 38 - Health Care Plans;
- (19) Article 39 - Long-term Disability Insurance Plan;
- (20) Article 41 - Superannuation;
- (21) Article 43 - Severance Allowance.

F) Casual employees shall accumulate seniority on the basis of the number of hours worked and upon written notification by the union the number of hours paid for leave for union business.

G) The manner in which casual employees shall be called to work shall be as follows:

- (1) The employer shall maintain both (a) a master casual seniority list which shall include all casual employees employed by the employer listed in descending order of their seniority; and (b) a classification registry for each job classification in which casual employees may be used. Each classification registry shall list those casual employees who have been qualified to work in that job classification in descending order of hours worked.
- (2) The employer shall call by either telephone or cell phone or pager by mutual agreement only those casual employees who are registered in the classification registry applicable to the work required to be done at a number provided by the employee. The employer shall commence by calling the most senior employee in the classification registry. Only one call need be made to any one casual employee provided that the telephone shall be permitted to ring a minimum of eight (8) times.
- (3) All such calls shall be recorded in a log book maintained for the purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the union shall have reasonable access to the log book and shall be entitled to make copies.
- (4) If the casual employee who is being called fails to answer or declines the invitation to work, the employer shall then call the next most senior employee registered in that job classification and so on until a casual employee is found who is ready, willing and able to work.

H) Casual employees shall not be dismissed except for just and proper cause.

I)

- (1) The master casual employee seniority list and each classification registry shall be revised and updated every three months as of the last date of the payroll period immediately prior to January 1, April 1, July 1 and October 1 (the "adjustment dates") in each year. The seniority of each casual employee thus determined shall be entered in the classification registry in descending order of the most hours worked to the least. Casual employees hired after an adjustment date shall be added to such classification registry or registries as are applicable in the order that they are hired.
- (2) For purposes of a call-in to do casual work, any time accumulated in a current period shall not be reckoned until the next following adjustment date.
- (3) Within two weeks of each adjustment date the employer shall send to the Labour Relations Officer a revised copy;

- o of the master casual seniority list; and
- o of each classification registry maintained by the facility.

J)

- (1) Except for regular employees who transfer to casual status under Section 14, casual employees shall serve a probationary period of four hundred and sixty-eight (468) hours of work. During the said probationary period casual employees may be terminated for unsatisfactory service.
- (2) A casual employee who has not completed probation under this clause and who successfully bids into a regular position, shall serve a probationary period pursuant to Article 13 of this Agreement.
- (3) Where a casual employee who has completed probation successfully bids into a regular position, such employee shall not be required to serve another probationary period under Article 12.

K) For purposes of relating the seniority of a casual employee to that of regular employees, the seniority date or initial date of hiring of such employee shall be calculated by:

- (1) dividing his/her number of seniority hours by a factor of 7.2 which shall be deemed to be the number of days worked; and then
- (2) taking the number of days worked derived under subsection (1) herein multiplied by a factor of one point four (1.4) rounded off to the nearest whole number which shall be deemed to be the number of calendar days of employment. The seniority date shall then be calculated by backdating from the applicable date the number of calendar days thus determined.
- (3) Upon return to work, casual employees will be credited with seniority hours based on their relative position on the casual list while receiving Workers' Compensation Benefits.

L) Casual employees shall receive twelve point two per cent (12.2%) of their straight time pay in lieu of scheduled vacations and statutory holidays.

M) A regular employee who is laid off shall be entitled as of right to transfer to casual status. Other regular employees may transfer to casual status provided that the employer requires additional casual employees. Upon transfer such employees shall be entitled only to such benefits as are available to casual employees. Such employees shall maintain all accumulated seniority and benefits to the date of the transfer converted to hours on the following formula:

- (1) to determine the number of days worked, take the number of calendar days between the employee's seniority date and the date of transfer multiplied by a factor of zero point seven one four (0.714); and then
- (2) to determine the number of seniority hours, multiply the result obtained under subparagraph one (1) by a factor of seven point two (7.2).

- N) Regular part-time employees may register for casual work under this Addendum except that Sections 10, 11, 13, and 14 shall not apply. Where the regular schedule of a part-time employee registered under this section conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work except that where the assignment is longer than four (4) days the employee shall be relieved of his/her regular schedule at the option of the employee and with the mutual agreement of the employer which shall not be unduly withheld. All time worked shall be credited to the employee under the provisions of the Article 14.14.

Sick leave credits accumulated under the provisions of Article 31 - Part-Time Employees may be used by regular part-time employees who become sick during a casual work assignment. The use of sick leave credits under these circumstances is limited to the current casual assignment and is not applicable to any casual assignments which the employee has not yet commenced.

- O) Casual employees shall move to the increment step indicated by accumulated hours of service with the employer.

## **ADDENDUM B**

### **Retirement Scheme**

All regular full-time employees and regular part-time employees, upon completion of the probationary period, shall be enrolled in a Retirement Scheme, the terms and conditions of which are as follows:

#### **Registered Retirement Savings Plan**

- A) For regular employees participation is mandatory. Contributions may be made at three (3%) or four percent (4%) of straight time earnings at the employee's option.
- B) Matching employer contributions will be made monthly and vesting is immediate.
- C) Employees may make voluntary contributions in addition to their regular contributions. However, the employer does not match voluntary contributions.
- D) Employees are offered a choice in the type of investment, i.e. five (5) year guaranteed fund, one (1) year guaranteed fund. Canadian Equity Fund or Diversified funds.
- E) Employees may make contributions to the Registered Retirement Savings Plan on behalf of a spouse, subject to the Income Tax Act.
- F) Employees may withdraw from their R.R.S.P. account after two years participation in the plan.
- G) Upon termination an employee shall transfer their R.R.S.P. account balance to a personal R.R.S.P. with the carrier, transfer to an R.R.S.P. with another financial institution, transfer to a registered pension plan (where applicable), or receive the account balance in cash (subject to taxes).
- H) In the event of a death prior to retirement, the employee's designated beneficiary will receive the full value of the account balance (subject to taxation)
- I) Employees will be provided by the plan with semi-annual statements of the balance of their R.R.S.P. accounts and activities related thereto, and will receive annual receipts for taxation purposes. Employees will be provided answers to their questions within a two-week period or shall be provided access to the plan carrier - cost to be borne by Employer.
- J) An annual administration fee will be charged to each employee to offset administration and investment costs of the plan. Additionally, withdrawals will be subject to an administration fee.



## **LETTER OF UNDERSTANDING #1**

### **WAGES AND PENSION PLAN**

The British Columbia Nurses' Union and North Peace Seniors Housing Society recognize the socio-economic need of employees at North Peace Seniors Housing Society and the need for these to be addressed in the Wage Schedule and Pension Plan provisions.

The parties also recognize the current financial pressures facing North Peace Seniors Housing Society and the process the Employer is currently engaged in to address these issues.

It is understood by both parties that this process should be complete within a maximum of two (2) months of the signing of this letter.

Therefore, the parties agree that there shall be a collective agreement re-opener in July, 2006 for the purposes of addressing wages, retroactivity, yearly wage increases, and pension plan improvements. This date shall only be changed by mutual agreement.

**Signed on behalf of  
North Peace Seniors Housing Society:**

**Signed on behalf of BC Nurses' Union**

---

---

---

---

---

---

---

---

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## INDEX

<p><i>ADDENDUM A</i> ..... 45</p> <p><i>ADDENDUM B</i> ..... 50</p> <p><i>ADOPTION LEAVE</i>..... 39</p> <p><i>AGREED TO STATEMENT OF FACTS</i>..... 11, 12</p> <p><i>AMENDING TIME LIMITS</i>..... 10</p> <p><i>APPLICATION FROM ABSENT EMPLOYEES</i>..... 20</p> <p><i>ARBITRATION BOARD HEARINGS</i> ..... 14</p> <p><i>ARTICLE HEADINGS</i> ..... 3</p> <p><i>AUTHORITY OF ARBITRATION BOARD</i> ..... 14</p> <p><i>AUTHORITY OF ARBITRATOR</i>..... 13</p> <p><i>BADGES AND INSIGNIA</i> ..... 6</p> <p><i>BULLETIN BOARDS</i>..... 6</p> <p><i>BUMPING</i>..... 22</p> <p><i>CALCULATION OF SEVERANCE ALLOWANCE</i>  <i>MONIES</i> ..... 41</p> <p><i>CALL BACK</i>..... 27</p> <p><i>CALL-IN STATUTORY REQUIREMENT</i>... 27</p> <p><i>CASH PAY-OUT OF UNUSED SICK LEAVE</i>  <i>CREDITS</i>..... 35</p> <p><i>CASUAL EMPLOYEES</i>..... 1, 45</p> <p><i>CHANGE TO START &amp; STOP TIMES, DAYS OFF</i>  <i>AND DEPARTMENT</i> ..... 19</p> <p><i>COMMON-LAW SPOUSE</i>..... 2</p> <p><i>COMPASSIONATE LEAVE</i>..... 32</p> <p><i>COMPLAINTS INVESTIGATION</i> ..... 3</p> <p><i>COMPOSITION OF BOARD</i>..... 13</p> <p><i>CONTINUOUS OPERATION</i>..... 24</p> <p><i>CONTRACTING IN/OUT</i> ..... 23</p> <p><i>DEFINITION OF DISPLACEMENT</i> ..... 21</p> <p><i>DEFINITION OF EMPLOYEE</i> ..... 1</p> <p><i>DEFINITION OF SERVICE TO CALCULATION OF</i>  <i>SEVERANCE ALLOWANCE MONIES</i> ..... 41</p> <p><i>DEFINITIONS</i>..... 1</p> <p><i>DEMOTIONS</i>..... 17</p> <p><i>DENTAL COVERAGE</i> ..... 40</p> <p><i>DISMISSAL/SUSPENSION</i> ..... 13</p> <p><i>DISMISSAL/SUSPENSION FOR ALLEGED CAUSE</i>  ..... 10</p> <p><i>EDUCATIONAL LEAVE</i> ..... 36</p> <p><i>EFFECTIVE AND TERMINATING DATES</i>..... 2</p> <p><i>EFFECTIVE DATE OF WAGES AND BENEFITS</i>. 43</p> <p><i>EMPLOYEE CALLED AS A WITNESS</i>..... 14</p> <p><i>EMPLOYEE NOTIFIED OF FILE</i>  <i>DOCUMENTATION</i> ..... 8</p> <p><i>EMPLOYEE REQUESTED LONG TERM LEAVE</i>. 36</p> <p><i>EMPLOYEE'S NOTICE OF TERMINATION</i> ..... 23</p> <p><i>EMPLOYEES WHO QUALIFY DEFINED</i> ..... 41</p> <p><i>EMPLOYER</i>..... 2</p>	<p><i>EMPLOYER PROPERTY</i>..... 7</p> <p><i>EMPLOYER REQUESTED LEAVE</i>..... 36</p> <p><i>EMPLOYER TO CONTINUE TO SUPPLY TOOLS</i>. 7</p> <p><i>EMPLOYER TO REPAIR OR INDEMNIFY</i>..... 7</p> <p><i>EMPLOYMENT ABANDONED</i> ..... 23</p> <p><i>EMPLOYMENT INSURANCE COVERAGE</i>  ..... 41</p> <p><i>EMPLOYMENT SECURITY</i>..... 20</p> <p><i>ENHANCED CONSULTATION</i>..... 20</p> <p><i>EVALUATION REPORTS</i>..... 14</p> <p><i>EVALUATION REPORTS, PERSONNEL</i>  <i>FILES</i> ..... 14</p> <p><i>EXPEDITED ARBITRATION</i>..... 11</p> <p><i>EXPEDITED SCHEDULE</i>..... 12</p> <p><i>EXPENSES OF ARBITRATION BOARD</i> ..... 14</p> <p><i>EXTENDED HEALTH CARE PLAN</i> ..... 40</p> <p><i>FEES</i>..... 13</p> <p><i>FUTURE LEGISLATION</i> ..... 2</p> <p><i>GENERAL CONDITIONS</i>..... 2</p> <p><i>GRIEVANCE INVESTIGATION</i>..... 20</p> <p><i>GRIEVANCE INVESTIGATIONS</i>..... 8</p> <p><i>GRIEVANCE PROCEDURE</i>..... 8</p> <p><i>GROUP LIFE INSURANCE PLAN</i> ..... 40</p> <p><i>HARASSMENT</i>..... 3</p> <p><i>HEALTH CARE PLANS</i> ..... 40</p> <p><i>HOURS OF WORK</i>..... 24</p> <p><i>INCREMENT PROGRESSION</i>..... 18</p> <p><i>INCREMENTS</i>..... 43</p> <p><i>INDUCTION</i>..... 5</p> <p><i>INDUSTRY TROUBLESHOOTER</i> ..... 11</p> <p><i>IN-SERVICE EDUCATION</i> ..... 36</p> <p><i>INTERIM SOLUTIONS</i> ..... 23</p> <p><i>INTRODUCTION OF EVIDENCE AT HEARING</i>... 9</p> <p><i>ISSUANCE OF REPORT</i>..... 12</p> <p><i>ISSUES FOR EXPEDITED ARBITRATION</i>..... 12</p> <p><i>ISSUES REFERRED TO TROUBLESHOOTER</i>... 11</p> <p><i>JOB DESCRIPTIONS</i>..... 18</p> <p><i>JOB POSTINGS AND APPLICATIONS</i>.... 19</p> <p><i>JOB TRAINING</i>..... 21</p> <p><i>JOINT COMMITTEE ON UNIFORMS</i>..... 7</p> <p><i>JURY DUTY</i>..... 36</p> <p><i>LABOUR CODE</i>..... 2</p> <p><i>LAYOFF NOTICE</i> ..... 22</p> <p><i>LEAVE - UNPAID</i> ..... 37</p> <p><i>LEGAL PICKET LINES</i>..... 6</p> <p><i>LETTER OF UNDERSTANDING #1</i> ..... 51</p> <p><i>LOCATION OF HEARING</i> ..... 12</p> <p><i>LONG TERM DISABILITY</i>..... 40</p>
--	---

<i>MANAGEMENT RIGHTS</i> .....	6	<i>REST AND MEAL PERIODS</i> .....	25
<i>MATERNITY LEAVE</i> .....	38	<i>REST PERIODS</i> .....	25
<i>MEAL PERIODS</i> .....	25	<i>RETIREMENT SCHEME</i> .....	50
<i>MEDIATION ASSISTANCE</i> .....	12	<i>RETURN OF EMPLOYER PROPERTY ON</i>	
<i>MEDICAL EXAM, VACCINATION &amp;</i>		<i>TERMINATION</i> .....	7
<i>  INOCULATION</i> .....	6	<i>RIGHT TO GRIEVE DISCIPLINARY ACTION</i> .....	8
<i>MEDICAL EXAMINATIONS</i> .....	39	<i>ROLES/RESPONSIBILITIES OF</i>	
<i>MEDICAL PLAN</i> .....	40	<i>  TROUBLESHOOTER</i> .....	11
<i>MORE FAVOURABLE RATE OR CONDITION</i> ....	18	<i>ROSTER</i> .....	11
<i>NEW/CHANGED POSITION</i> .....	18	<i>SCHEDULING PROVISIONS</i> .....	24
<i>NO DISCRIMINATION</i> .....	3	<i>SELECTION CRITERIA</i> .....	15
<i>NOTICE OF SUCCESSFUL APPLICANT</i> .....	20	<i>SENIORITY</i> .....	18
<i>NOTICE OF UNION REPRESENTATIVE VISITS</i> ... 6		<i>SENIORITY DATES</i> .....	17
<i>NOTICE TO UNION</i> .....	20	<i>SEVERANCE ALLOWANCE</i> .....	41
<i>OCCUPATIONAL HEALTH AND SAFETY</i> 39		<i>SHIFT AND WEEKEND PREMIUMS</i> .....	27
<i>OCCUPATIONAL HEALTH AND SAFETY</i>		<i>SHOP STEWARDS</i> .....	5
<i>  COMMITTEE</i> .....	39	<i>SICK LEAVE, WCB, INJURY ON-DUTY</i> ... 33	
<i>ON-CALL DIFFERENTIAL</i> .....	28	<i>SINGLE ARBITRATOR</i> .....	13
<i>OTHER CLAIMS</i> .....	35	<i>SOLE BARGAINING AGENCY</i> .....	4
<i>OVERTIME</i> .....	25	<i>SPECIAL LEAVE</i> .....	32
<i>PAID EDUCATION LEAVE</i> .....	36	<i>SPECIAL PROJECT VACANCIES</i> .....	19
<i>PART-TIME EMPLOYEES</i> .....	18	<i>SPLIT SHIFTS</i> .....	25
<i>PAY DAYS</i> .....	43	<i>SPLITTING OF VACATION PERIODS</i> .....	31
<i>PERSONNEL FILE</i> .....	14	<i>STATUS OF REPORT</i> .....	12
<i>POLICY GRIEVANCE</i> .....	10	<i>STATUTORY HOLIDAYS</i> .....	28
<i>PREAMBLE</i> .....	1	<i>SUPER STATS</i> .....	28
<i>PREGNANCY SHALL NOT CONSTITUTE CAUSE</i>		<i>SUPERANNUATION/RETIREMENT</i>	
<i>  FOR DISMISSAL</i> .....	38	<i>  SCHEME</i> .....	40
<i>PREVIOUS EXPERIENCE</i> .....	17	<i>SUPERVISORY OR MILITARY SERVICE</i> .....	17
<i>PRINTING OF THE AGREEMENT</i> .....	42	<i>TECHNICAL OBJECTIONS TO GRIEVANCES</i> ... 10	
<i>PROBATIONARY PERIOD</i> .....	15	<i>TECHNOLOGICAL CHANGE</i> .....	20
<i>PROCEDURE</i> .....	12	<i>TECHNOLOGICAL, AUTOMATION AND</i>	
<i>PROCESS</i> .....	12	<i>  OTHER CHANGES</i> .....	20
<i>PROCESS - REDUCTION AND RESTRUCTURING</i>		<i>TEMPORARY APPOINTMENTS</i> .....	20
<i>  .....</i>	21	<i>TEMPORARY PROMOTION OR TRANSFER</i> .....	16
<i>PROMOTION, TRANSFER, DEMOTION,</i>		<i>TERMINATION OF EMPLOYMENT</i> .....	23
<i>  RELEASE</i> .....	15	<i>TRANSFERS</i> .....	16
<i>PROMOTIONS</i> .....	16	<i>TRANSPORTATION ALLOWANCE</i> .....	28
<i>QUALIFYING PERIOD</i> .....	15	<i>UNIFORM ALLOWANCE</i> .....	7
<i>RE-EMPLOYMENT AFTER RETIREMENT</i> .....	17	<i>UNIFORMS</i> .....	7
<i>RE-EMPLOYMENT AFTER VOLUNTARY</i>		<i>UNION ADVISED OF CHANGES</i> .....	6
<i>  TERMINATION OR DISMISSAL FOR CAUSE</i> . 17		<i>UNION CHECK</i> .....	4
<i>REGULAR FULL-TIME EMPLOYEES</i> .....	1	<i>UNION RECOGNITION AND RIGHTS</i> .....	4
<i>REGULAR PART-TIME EMPLOYEES</i> .....	1	<i>UNION REPRESENTATION</i> .....	8
<i>REIMBURSEMENT OF LEGAL FEES</i> .....	7	<i>UNION SHOP</i> .....	4
<i>REINSTATEMENT OF EMPLOYEES</i> .....	10, 14	<i>UNION/MANAGEMENT COMMITTEE</i> .....	6
<i>REINSTATEMENT OF VACATION DAYS - SICK</i>		<i>UNION/MANAGEMENT COMMITTEE</i> .....	8
<i>  LEAVE</i> .....	31	<i>UNPAID LEAVE</i> .....	37
<i>RELIEVING IN HIGHER AND LOWER RATED</i>		<i>UNPAID LEAVE - AFFECTING SENIORITY AND</i>	
<i>  POSITIONS</i> .....	16	<i>  BENEFITS</i> .....	37
<i>REMOVAL OF DISCIPLINARY DOCUMENTS</i> .....	8	<i>UNPAID LEAVE - PUBLIC OFFICE</i> .....	38

<i>UNPAID LEAVE - UNION BUSINESS</i> .....	37	<i>VACATIONS NON-ACCUMULATIVE</i> .....	31
<i>UNUSUAL JOB REQUIREMENTS OF SHORT</i>		<i>VARIATIONS</i> .....	1
<i>DURATION</i> .....	24	<i>WAGE SCHEDULE</i> .....	42
<i>VACATION ENTITLEMENT</i> .....	29	<i>WAGE SCHEDULE</i> .....	44
<i>VACATION ENTITLEMENT UPON DISMISSAL</i> ..	31	<i>WAGE SCHEDULES, ATTACHMENTS &amp;</i>	
<i>VACATION PAY</i> .....	31	<i>ADDENDA</i> .....	42
<i>VACATION PERIOD</i> .....	30	<i>WAGES AND PENSION PLAN</i> .....	51
<i>VACATIONS</i> .....	29		