

COLLECTIVE AGREEMENT

between the

CANADIAN DIABETES ASSOCIATION

and the

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

Effective from February 18, 1997 to February 17, 2000

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DEFINITIONS

For the purpose of this Agreement:

"Child" is deemed to include the child of a partner/spouse.

"Continuous employment" and *"continuous service"* mean uninterrupted employment with the Employer subject to the provisions of Article 12.1.

"Day of rest" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on leave of absence.

"Demotion" means a change from an employee's position to one with a lower maximum salary.

"Employer" means the Canadian Diabetes Association, B.C. - Yukon Division.

"Headquarters area or geographic location" is where an employee ordinarily performs or commences his/her duties.

"Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.

"Hourly rate" of pay for all employees in a classification is the annual rate for full-time employees divided by the annual hours worked by full-time employees. Rate for part-time is the same per hour as full-time.

"Leave of absence with pay" means to be absent from duty with permission and with pay.

"Leave of absence without pay" means to be absent from duty with permission but without pay.

"Partner/spouse" means a person legally married to the employee, or a person of the same or opposite sex in a common-law relationship with the employee.

"Part-time employees" work twenty (20) hours or more per week, but less than thirty-five (35) hours per week.

"Pay" means rate of compensation for the job.

"Promotion" means a change from an employee's position to one with a higher maximum salary.

"Service unit" means the specific classification grouping in which an employee performs his/her duties.

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

"Working hours annually" for full-time employees in the office and technical unit is equivalent to (365 days per year less 104 days "weekends") multiplied by seven (7) hours per day or 1827 hours. Formula: $(365 - 104) \times 7 = 1827$. Working hours annually for full time employees in the Diabetes Clothes Line (truck crews and required office staff) is equivalent to (365 days per year less 104 days "weekends") multiplied by eight (8) hours per day or 2088 hours. Formula: $(365 - 104) \times 8 = 2088$.

- PREAMBLE

.1 Purpose of Agreement

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

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

.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

.3 Conflict With Regulations

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

.4 Singular or Plural

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

.5 No Discrimination

The Employer agrees that under this Collective Agreement there shall be no discrimination, exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, colour, place of origin, religion, political belief, sex, sexual orientation, marital status, or physical or mental disability or criminal or summary conviction that is unrelated to the employment or intended employment of the person.

- DEFINITION OF EMPLOYEES

.1 Full and Part-Time Employee

(a) A full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement;

(b) A part-time employee is one who works on a established part-time schedule of weekly hours which is less than the number of hours constituting full-time employment. These employees accumulate

seniority. Part-time employees are entitled to one hundred percent (100%) payment of their MSP (Medical Services Plan) premium.

(c) Where a casual employee has worked 913 hours for Office & Technical or 1,044 hours for Diabetes Clothes Line during a six (6) month period, and where there is no reason to project a lesser number of hours worked in the next six (6) months, the employee shall be eligible for benefits as outlined in article 28.

.2 Casual Employees

(a) Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave or any other approved leave, or to fill temporary vacancies or augment staff during peak periods. These periods shall not exceed six (6) consecutive months without the agreement of the Union.

(b) The Employer shall maintain a seniority list of casual employees which shall be supplied to the Union upon request.

(c) Casual employees shall accumulate seniority within a service unit after having worked thirty (30) days on the basis of:

(1) all hours worked at the straight time rate;

(2) designated paid holidays or days off in lieu;

(3) casual employees with seniority equal to one hundred (100) full-time working days will be considered in-service applicants when applying for vacancies but will be required to serve a probationary period if successful.

(d) Casual employees shall be called for work, provided they are qualified, in order of seniority within a service unit. To be qualified casual employees must:

(1) have indicated the positions in which they are prepared to work; and

(2) have the credentials, as stated in the job description, to work in the positions indicated in (1).

Where the Employer has tried to notify such employees, either in writing or by telephone, and has been unable to do so, then no violation of this article will have taken place.

Casual employees shall not be considered to have refused work pursuant to Article 2.2(e) if they are unavailable when called after the regular starting times for a shift the same day, or when called for shifts they have not indicated they are prepared to work.

(e) Casual employees shall lose their seniority if they refuse work on three (3) occasions in a six (6) month period.

(f) Casual employees are covered by the provisions of the Agreement except the following Articles: 12, 13, 17, 18, 19, 20, 21, 24, 26, 28.

Casual employees will be covered by all applicable provisions of Statutes of British Columbia.

.3 Special Project Employees

Special project employees are employees hired for special projects, as mutually agreed between the Employer and the Union, including employees hired under the auspices of the Federal or Provincial Special Employment Program or a project approved by the National office. These employees shall be considered terminated for cause upon completion of their project or programs.

Those employees who are hired for a one (1) year term, in accordance with Article 2.3, or whose term is extended beyond six (6) months, shall receive the full benefit package, as allowed by the carrier, for six (6) months, however, are not entitled to severance pay as outlined in Article 13.

.4 Term Certain Employees

These are employees hired for a specified period of time in order to perform a specific task. These term-certain positions are usually a result of the need for specific assistance and the funds to pay for the position are received under a time defined contract. Term-certain employees shall not replace any bargaining unit work. Term certain employees may, with advance notice, be dismissed prior to completion of the specified term.

Term-certain employees shall be considered terminated for cause upon completion of their specified term, unless that term is extended by mutual agreement of the parties.

The specified period and the extension, if needed, will not exceed six (6) months duration. Where the total duration is greater than six (6) months the term-certain employee will be considered a casual employee from the first day of the term-certain appointment.

- UNION RECOGNITION AND RIGHTS

.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees employed by the Canadian Diabetes Association, B.C. - Yukon Division at 1091 West 8th Avenue, Vancouver, except those excluded by mutual agreement of the parties or by the Labour Relations Board.

.2 Bargaining Agent Recognition

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

.3 Correspondence

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

.4 No Other Agreement

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

.5 No Discrimination for Union Activity

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

.6 Recognition and Rights of Stewards

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

A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

A steward will normally perform his/her duties as a steward at the beginning or end of the work day.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (d) attending meetings called by the Employer.

.7 Bulletin Boards

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

.8 Union Insignia

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

.9 Time Off for Union Business

- (a) *Without Pay*

Provided the Employer receives appropriate written notice; leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representative of the Union to attend to Union business which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an Arbitration Board.
- (5) to employees who are designated by the Union to sit as observers on interview panels.
- (6) to employees who are representatives of the Union on the bargaining committee to carry on negotiations with the Employer;
- (7) supervision of ballot boxes and other related functions during ratification votes.

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted:

- (1) to stewards, or their alternates, to perform their duties pursuant to Article 3.6;
- (2) to employees attending Joint Labour/Management Committee meetings during their working hours. If necessary work schedules may be adjusted for employees to attend these meetings.

(c) It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. It is the responsibility of the employee to ensure that all relevant documentation is submitted to the Union in a timely fashion.

.10 Right to Refuse to Cross Picket Lines

(a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia Act. Any employees failing to report for duty shall be considered to be absent without pay and benefits.

(b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

.11 Labour Code

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

.12Emergency Services

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

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- UNION SECURITY

- (a) All employees in the bargaining unit who on February 18, 1994 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after February 18, 1994 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to February 18, 1994 to become a member of the Union.

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- CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the gross biweekly wages or gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular biweekly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross biweekly wages or gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names and social insurance numbers, as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of the Agreement and for its duration, no union other than the BCGEU shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

- EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

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

- EMPLOYER'S RIGHTS

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

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 board, or by general distribution, provided such rules are not in conflict with this Agreement.

- EMPLOYER/UNION RELATIONS

.1 Representation

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

.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to two (2) members of the Union together with the President of the Union or his/her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

.3 Union Representatives

(a) The Employer agrees that upon request of the union, access to its premises may be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting the settlement of a grievance. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned. Permission for these visits shall not be unreasonably withheld. In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer, when possible, will make available to Union representatives or stewards, temporary use of an office or similar facility.

(b) Upon receipt of written request, the Employer may allow time on the agenda of any staff meeting held by the Employer for a Staff Representative from the Union to speak.

.4 Labour Management Committee

(a) There shall be established a Labour/Management Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) Employer representatives, and the maximum size shall be four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" Committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

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

(c) An Employer representative and a Union representative shall alternate in presiding over meetings.

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

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

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

(2) correcting conditions causing grievances and misunderstanding;

(f) The Committee may recommend policy relating to educational leave and allowances, including the establishment of training programs, eligibility requirements and selection procedures and shall make recommendations concerning the same to the bargaining principals.

.5 Joint Job Classification Committee

There shall be established a Joint Job Classification Committee (JJCC) which shall be constituted of two (2) Union representatives and two (2) Employer representatives.

The development of job descriptions, classification of new positions and reclassification of existing positions is the responsibility of the Employer and shall be based on the principles of the Wyatt system currently in place or any other system chosen by the Employer.

Terms of reference for the JJCC are:

- (a) The Committee will meet as an appeal body to review classifications within the grading system where the employee feels his/her position is unfairly or incorrectly classified after the Employer has reviewed the position classification.
- (b) The procedure for the appeal shall be:
 - (1) the Union will bring to the attention of the Management any disagreement by an employee with his/her position classification and request further review;
 - (2) a classification appeal may originate from the Union, the employee or his/her supervisor. It must, in any case, be forwarded through the supervisor to the JJCC with a copy of an approved job description and written reasons why a classification appeal has been requested;
 - (3) the employee and his/her supervisor shall be interviewed by the JJCC. (When the supervisor is included in the bargaining unit, the JJCC may interview the manager and the supervisor of the employee);
 - (4) within sixty (60) working days after the date of his/her original appeal the employee will be notified by letter of the disposition of his/her appeal, including the Committee's rationale for the decision;
 - (5) where the Committee's decision results in an upward reclassification, the implementation date of such reclassification shall be the date of the Committee's decision;
 - (6) where the Committee is unable to agree on the disposition of an appeal, the appeal will be referred to a Classification Arbitrator mutually agreed to by the parties, who will investigate the matter and render a final and binding decision within sixty (60) days of receiving the referral. Costs of the arbitration shall be shared equally between the Employer and the Union;
 - (7) there shall be no recourse to the Classification Arbitrator when the JJCC renders a unanimous decision;
 - (8) no employee shall have his/her wages reduced as a result of this appeal process;
 - (9) there shall be no recourse to the grievance procedure under this Job Classification process.

.6 Technical Information

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

- **GRIEVANCES**

.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, shall be resolved in accordance with the following procedures.

.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure.

.3 Time Limits to Present Initial Grievance

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

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

.4 Step 2

- (a) Subject to the time limits in Section 9.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievance at Step 2; and

- (2) provide the employee with a receipt stating the date on which the grievance was received.

.5 Time Limit to Reply to Step 2

The Employer's designate at Step 2 shall reply in writing to the Union within thirty (30) days of receiving the grievance at Step 2.

.6 Step 3

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

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

.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

.8 Failure to Act

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

.9 Time Limit to Submit to Arbitration

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

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

.10 Amending of Time Limits

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

.11 Dismissal or Suspension Grievance

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

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

.12 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

.13 Policy Grievance

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

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

.14 Technical Objections to Grievances

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

.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this article, other than Section 9.13, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by the Board of Arbitration. Employees shall comply with the directions of the Employer until the matter has been resolved.

.16 Investigator

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, an investigator, selected by mutual agreement from the following list:

- Frederick Cuddington
- Barbara Bluman
- Colin Taylor
- Catherine Wedge

or others as mutually agreed upon by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request and for those five (5) days from that date, time does not run in respect of the grievance procedure.

- ARBITRATION

.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9, notify the other party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, within seven (7) days thereafter, both parties shall meet to select a single arbitrator from the agreed upon list outlined in Article 9.16.

.3 List of Arbitrators

The parties shall meet immediately upon the signing of this Agreement to agree upon a list of impartial arbitrators. If the parties are unable to agree on a list within three (3) weeks of the signing of this agreement, they shall request the Minister of Labour to supply a list. The arbitrators shall serve on a rotating basis. See Article 9.16.

.4 Board Procedure

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

.5 Decision of Arbitrator

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

.6 Expenses of Arbitrator

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

.7 Amending Time Limits

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

.8 Witnesses

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

- DISMISSAL, SUSPENSION AND DISCIPLINE

.1 Procedure

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

.2 Dismissal and Suspension

(a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal; when an employee is dismissed, suspended or disciplined, he/she shall be given the reason in writing, in the presence of his/her steward providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union shall be advised, within five (5) working days, in writing, by the Employer of the reasons for such dismissal or suspension.

(b) *Suspension* - The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension, and notify the President of the Union within five (5) working days.

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

.3 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or dismissed shall be entitled to recourse under the grievance procedure, in accordance with Article 9 of this Agreement.

.4 Burden of Proof

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

.5 Right to Grieve Other Disciplinary Action

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

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

(c) Should an employee dispute any such entry in 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.

(d) Upon the employee's request any document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction.

(e) The Employer agrees not to introduce as evidence in any hearing or competition any document, notation, incident or report, the existence of which the employee was not aware of or which was not brought to the employee's attention in a manner which gave the employee an opportunity to challenge it under the terms of this Agreement.

.6 Evaluation Reports

Evaluation reports will be used to manage and enhance an employee's performance. Evaluation reports will not be used for the purpose of discipline or dismissal.

.7 Personnel File

(a) An employee or the President of the Union or his/her designate, with the written authority of the employee, shall have a right of access to his/her personnel record upon giving two (2) days notice to the Employer. Copies of all entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in his/her file, he/she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

.8 Right to Have Union Representative Present

(a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

(b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in a undue delay of the appropriate action being taken.

.9 Abandonment of Position

An employee who fails to report for duty for two (2) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

.10 Probation for Newly Hired Employees

(a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period shall be three (3) months with the exception of the Officers which shall be six (6) months, or in the case of part-time or casual employees, the equivalent of sixty (60) working days.

(b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this Agreement commencing at Step 3.

.11 Employee Investigations

The parties agree that in certain situations it may be in the best interest of both the Employer and the employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline.

- SENIORITY

.1 Seniority Defined

(a) "*Service seniority*" means an employee's length of service with the Employer. Employees shall be credited with service seniority equivalent to their length of continuous service with the Employer prior to signing of this Agreement. Service seniority for a part-time employee shall be prorated on the basis of one (1) year's service seniority for every 1827 hours completed for office and technical workers and 2088 hours completed for required Diabetes Clothes Line workers and office staff.

(b) "*Classification seniority*" means an employee's length of service in his/her present classification. All employees shall be credited with classification seniority equivalent to their length of service.

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

(d) Employees paid on an hourly basis will have seniority calculated on the combined total hours worked in all classifications.

(e) When an employee paid on an hourly basis transfers to a full-time position, the total accumulated hours are converted to seven (7) hour days for office and technical workers and eight (8) hour days for required Diabetes Clothes Line workers and office staff and credited as seniority.

(f) Casual, term certain employees and special project employees who obtain regular employment will have their hours worked converted to days/months/years, for the purpose of determining service and classification seniority.

.2 Seniority List

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

- (1) employee's name;
- (2) date from which the employee's service seniority is calculated;
- (3) employee's current classification.

(b) The regular seniority list shall be posted by the Association for twenty (20) work days. Any objection to the accuracy of the information contained therein must be submitted in writing to the Association during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Association will provide the Union with a copy of same.

(d) For casual employees the seniority mentioned in (a) of this article shall be printed and posted every three (3) months.

.2 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days duration. An employee shall continue to accrue seniority if he/she is absent from work with pay. An employee shall lose his/her seniority only in the event that:

- (b) he/she is discharged for just cause;
- (c) subject to 12.5, he/she voluntarily terminates his/her employment or abandons his/her position;
- (d) he/she is on layoff more than one (1) year;
- (e) upon being notified by the Employer by registered mail at his/her last known address that he/she is recalled from layoff, he/she fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days.
- (f) he/she accepts a position outside of the bargaining unit and does not return to the bargaining unit within six (6) months. Employees returning to the bargaining unit within the six (6) month period must either:
 - (1) be awarded an existing vacancy in accordance with Article 25; or
 - (2) displace the most junior employee whose position they are qualified to fill.

.3 Re-employment

An employee who resigns his/her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other benefits to the extent allowable by the carrier(s).

.4 Bridging of Service

If a regular employee resigns after the signing of this Agreement as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with

length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

- LAYOFF AND RECALL

.1 Definition of Layoff

"Layoff" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with this article.

.2 Layoff

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification in the reverse order of their service seniority within the classification groupings listed below. An employee affected by a layoff may bump an employee who has less service seniority, provided he/she has the necessary qualifications and ability to fill the position and that the change would not constitute a promotion.
- (b) It is understood that the employee who bumps shall receive the rate of pay for the new position.
- (c) Classification groupings and the seniority listings within those groupings are:

Classification Grouping	Classifications
<i>Office & Technical</i>	<i>Residential Campaign Officer</i> <i>Marketing & Communications Officer</i> <i>Fund Development Officer</i> <i>Information Management Coordinator</i> <i>Branch Development Coordinator</i> <i>Community Education Coordinator</i> <i>Volunteer Services Coordinator</i> <i>Special Projects Coordinator</i> <i>Intermediate Accountant</i> <i>Accounting Clerk</i> <i>Information Management Assistant</i> <i>Junior Secretary</i> <i>Data Entry Clerk</i> <i>Office Clerk (DCL)</i> <i>Telephone Representative Coordinator</i> <i>Receptionist</i> <i>Office Assistant/Reception (DCL)</i> <i>Receptionist (DCL)</i> <i>Call Back Clerk (DCL)</i>

Classification Grouping	Classifications
<i>Part-Time</i>	<i>Part-time Camp Coordinator</i> <i>Part-time Resource Centre Assistant</i>
<i>Truck Crew</i>	<i>Driver</i> <i>Swamper</i>

- (d) Separate seniority lists within a classification grouping shall be maintained for the purpose of limiting disruptions and to clarify the bumping procedure. An employee may only bump downward on the seniority list in his/her classification grouping.
- (e) An employee shall not bump into another seniority list in his/her classification grouping.
- (f) Bumping across classification groupings shall not be permitted.
- (g) A part-time employee may only bump another part-time employee or casual employee in accordance with the procedures as outlined in this article.
- (h) An employee on staff on the date of signing of this Agreement, who has completed probation, shall be deemed to meet the entrance qualifications and ability requirements of his/her present position for the purposes of Articles 13.2 and 13.3.

.3 Recall

- (a) Employees shall be recalled in order of their seniority as per the seniority list within a classification grouping listed in 13.2(c).
- (b) The recall period shall be twelve (12) months.

.4 Advance Notice

The Employer shall notify employees, who are to be laid off, ten (10) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work ten (10) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

.5 Severance Pay

- (a) Upon receipt of severance pay the Employee will be removed from the recall list and be deemed to have resigned from his/her position.
- (b) An employee who has completed two (2) years of continuous service will receive one (1) additional weeks pay for each subsequent completed year of service to a maximum of eight (8) weeks pay.
- (c) Severance pay will be prorated for permanent part-time service.
- (d) Severance pay will not be paid where an employee is terminated for just cause.

.6 Grievances on Layoff and Recall

Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

.7 Pre-Layoff Canvass

- (a) The Employer may, after advising the Union and prior to the layoff of employees pursuant to Article 13, canvass any employee or group of employees who will be subject to the layoffs in order to invite:
- (1) placement into a vacant position for which the employee is qualified and which does not constitute a promotion;
 - (2) resignation with severance as provided for in Article 13; or
 - (3) where eligible, early retirement.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the Employer's approval.
- (c) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees within the area identified for reduction and to the Union of the pre-layoff canvass.

.8 Worksite Closure

Where the Employer closes a worksite and the Employer offers positions to all or part of the staff affected, the following shall apply:

- (a) those employees who are offered positions shall not have access to Article 13 of this Collective Agreement;
- (b) employees who accept a position and are placed in a lower classification shall have their salary protected by Article 27.7;
- (c) an employee who is classified downward as per (b) above shall be placed in the first vacancy available in his/her former classification.

.9 Reorganization

- (a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of reorganization on the employees.
- (b) In the event of any reorganization which results in redundancy, relocation or downward reclassification, there shall be established a Joint Committee in order for the Employer to consult with the Union. The Committee shall be composed of members equal in number representing the Employer and the Union.

- HOURS OF WORK

.1 Definition

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

.2 Hours of Work

(a) The hours of work exclusive of meal periods taken away from the work station will be thirty-five (35) hours per week or equivalent average except for Diabetes Clothes Line staff who shall be required to work forty (40) hours per week or equivalent average as per Article 14.6.

(b) Where an employee is called to work but is informed on arrival at the work site he/she will not be required to work that shift, the employee is entitled to a minimum of two (2) hours pay. If he/she starts work he/she is entitled to a minimum of four (4) hours pay.

.3 Work Schedules

(a) The core hours will be 8:00 a.m. to 5:00 p.m. Starting and stopping times will be within these core hours. Shifts will not exceed seven (7) hours in duration for office and technical staff or eight (8) hours in duration for certain Diabetes Clothes Line staff, unless mutually agreed between the Employer and the Union that the position is on flex time. These hours are exclusive of a meal period.

(b) Permanent employees required to work shifts shall receive a minimum of two (2) consecutive days off within a seven (7) day period. Casual employees required to work shifts shall receive a minimum of (2) consecutive days off after having worked five (5) consecutive days or four (4) days off within a fourteen (14) day period, two (2) of which must be consecutive.

.4 Stand-by Provisions

(a) Where employees are required to stand-by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hours pay for each three (3) hours standing by. An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. No stand-by payment shall be made if an employee is unable to be contacted or fails to report for duty when required.

(b) Employees required to stand-by under paragraph (a) will not be required to stand-by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph will not apply in emergency situations.

.5 Meal Periods

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

(b) An employee shall be entitled to take his/her meal period away from the work station. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked, and included in the work schedule or compensated for at applicable overtime rates.

.6 Flextime

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

- (1) choose their starting and finishing times; and
 - (2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period.
- (b) The full-time employee from Office & Technical on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The full-time employee from Diabetes Clothes Line on flextime who has a day of absence, whether with or without pay, will be deemed to be absent eight (8) hours, providing at least eight (8) hours are required to complete the averaging period. If less than eight (8) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.
- (d) The averaging period for those employees from Office & Technical on flextime shall be seventy (70) hours per two (2) week period.
- (e) The averaging period for those employees from Diabetes Clothes Line on flextime shall not exceed eighty (80) hours per two (2) week period.
- (f) The work day for those employees on flextime shall not exceed ten (10) hours for Office & Technical and eleven (11) hours for Diabetes Clothes Line employees.
- (g) Flextime scheduling will be used by authorized employees to meet the evening and weekend work requirements of their position. If employees are unable to reschedule excess flex hours due to operational needs and/or requirements, flextime not taken within fourteen (14) days of accumulation of such excess, may be banked up to a maximum of one (1) month or for Christmas shutdown.
- (h) Flextime schedules for a two-week period will be approved by the Employer two weeks in advance. The Employer recognizes that employees may, from time to time, request changes to approved schedules. Approval of such requests will not be unduly withheld.
- (i) Truck drivers are excluded from this article.
- (j) The Employer and the Union Steward will meet at the Local level regarding disagreements over flex scheduling. Work schedule changes within existing hours of operation must not result in increased cost to the Employer and will result in no loss of efficiency and/or improved service to the public. If the flex schedules cannot be resolved at the Local level, the matter may proceed to Step 3 of the grievance procedure.

.7 Work Location

- (a) Where an employee is required to work off site, travel time to that location, in excess of time normally spent in travel from the employee's residence to the worksite, shall be considered as time worked.
- (b) When employees are required to report to a central location in order to be assigned their work location, their work day shall commence from the time they are required to report for assignment.

.8 Rest Periods

All employees shall receive a ten (10) minute rest period within each four (4) hours, or a major portion thereof, on any shift.

- SHIFTS

.1 Short Changeover

If shifts are scheduled so that there are not eight (8) hours between the end of an employee's shift and the start of the next shift, overtime rates shall apply to the hours worked on the succeeding shift which fall within the eight (8) hour period.

.2 Exchange of Shifts

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

.3 Split Shifts

It is understood that there shall be no regularly scheduled "*split shifts*".

A split shift schedule will have a specific task focus and be of short duration. It is understood that an employee working a split shift does so on a voluntary basis.

- OVERTIME

.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight time rate.
- (d) "*Double time*" means twice the straight time rate.

.2 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.

- (b) For the purposes of calculating the hourly rate for overtime, the annual salary for the position worked shall be divided by the annual hours.
- (c) Overtime entitlement shall be calculated in fifteen (15) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.
- (d) *Truck Fleet* - When a truck is due to be unloaded within one-half ($\frac{1}{2}$) hour of the end of the shift and overtime will be necessary to complete unloading, the Employer agrees to pre-authorize the overtime.

.2 Recording of Overtime

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

.3 Sharing of Overtime

Overtime work shall be allocated equitably considering availability and location of employees.

.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half ($1\frac{1}{2}$), excluding any overtime hours to be paid at double time, for:
 - (i) hours worked in excess of eight (8) hours in one day or ten (10) hours for employees on flex time;
 - (ii) hours worked in excess of forty (40) in one week or eighty (80) hours for two weeks for employees on flex time;
 - (2) double time, excluding any overtime hours to be paid at time and one-half ($1\frac{1}{2}$), for:
 - (i) hours worked in excess of eleven (11) hours in one day;
 - (ii) hours worked in excess of forty-eight (48) in one week or ninety-six (96) in two weeks for employees on flex time;
 - (iii) hours worked in excess of eight (8) on the first day of rest;
 - (iv) hours worked on the second day of rest.
- (b) Where the Employer requires an employee to work on a designated holiday the employee shall be paid time and one-half ($1\frac{1}{2}$) their regular pay for the first eleven (11) hours worked in that day and double the regular wage for all hours worked in excess of eleven (11) hours worked in that day and give the employee a regular working day off, with pay, on a mutually agreeable date.

- (c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) The employee shall have the option of receiving cash for overtime or equivalent compensating time off in lieu of being paid. Time off shall be scheduled at a mutually agreeable time; the Employer agrees not to unreasonably withhold approval for an employee to take time off pursuant to this article.
- (e) If the employee elects to take compensating time off for overtime compensation, he/she shall do so prior to year-end for that fiscal year.
- (f) Any overtime due at year-end for that fiscal year or prior to terminating employment, shall be paid in cash.
- (g) Overtime shall be compensated in fifteen (15) minute increments.

.5 Overtime Meal Allowance

- (a) An employee who is required to work a minimum of two and one-half (2-½) hours of overtime before or after his/her scheduled hours of work shall be provided with a meal or shall be reimbursed for the meal not exceeding the approved guidelines for the B.C. - Yukon Division upon presentation of a receipt.
- (b) An employee shall be entitled to take his/her overtime meal period away from the work station. Where the Employer determines that this cannot be done, the meal period shall be considered time worked and compensated for at applicable overtime rates.
- (c) This section does not apply to an employee who is on travel status which entitles him/her to claim for lodging and/or meals.

.6 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked. This clause shall not restrict the Employer's right to reduce hours or shut down the operation during the period between December 15th and January 15th. Not to exceed five (5) working days exclusive of statutory holidays.

.7 Right to Refuse Overtime

Overtime shall be offered to the most senior qualified employee in the classification where overtime is required. If the Employer has offered overtime to all qualified employees and no one has agreed to work, the most junior qualified employee shall be required to work the overtime. No employee will be required to work more than two (2) weekends in one (1) month.

.8 Callout Provisions

An employee who is called back to work outside of regular working hours shall be compensated for a minimum of two (2) hours if they do not start work and four (4) hours if they do start work. Pay will be at the applicable overtime rates.

.9 Rest Interval

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

.10 Overtime for Part-time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than 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 week of a full-time employee.

- HOLIDAYS

.1 Paid Holidays

- (a) The Employer recognizes the following as paid holiday:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

Drivers required to work on Easter Monday shall receive one day in lieu for use at a mutually agreeable time.

- (b) In addition to the days specified in (a) a holiday shall be provided and will be scheduled by the Employer.

.2 Holiday Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the

preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day off with pay on the first regularly scheduled work day following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

.4 Holiday Falling on a Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of time-and-one-half (1½) for hours worked, plus a day off in lieu of the holiday.

.5 Holiday Coinciding With a Day of Vacation

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

.6 Paid Holiday Pay

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

- ANNUAL VACATIONS

.1 Annual Vacation Entitlement

DEFINITIONS:

"Vacation year" - for the purposes of this article, a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"First vacation year" - for employees hired between January 1 and June 30, the first vacation year is the calendar year in which the employee's first anniversary falls.

"First vacation year" - for employees hired between July 1 and December 31, the first vacation year is the calendar year following that in which the employee's first anniversary falls.

"Service year" - is defined as a year beginning with the employee's first day of employment and ending twelve (12) months later.

Paid annual vacations for all persons covered by this Agreement shall be allowed as follows:

- (a) employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the *"Employment Standards Act"* less any vacation time taken in the period;

- (b) an employee earns, but is not entitled to receive, vacation leave during his/her first six (6) months of continuous service;
- (c) employees will earn vacation pay in accordance with the *"Employment Standards Act"* until they reach their first vacation year.
- (d) during the first and subsequent vacation years, an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight time rates;
- (e) where the accrual rate produces a partial vacation day, vacation days will be rounded to the nearest half day;
- (f) permanent full-time employees will earn annual vacation entitlement as follows:
 - (1) fifteen (15) working days during the employee's 1st vacation year through 5th vacation year;
 - (2) twenty (20) working days during the employee's 6th vacation year through 10th vacation year;
 - (3) twenty-five (25) working days from the employee's 11th vacation year onwards.
- (b) Permanent part-time employees will earn annual vacation entitlement as follows:
 - (1) time equivalent to six percent (6%) of annual salary during the employee's 1st vacation year through 5th vacation year;
 - (2) time equivalent to eight percent (8%) of annual salary during the employee's 6th vacation year through 10th vacation year;
 - (3) time equivalent to ten percent (10%) of annual salary from the employee's 11th year onwards.
- (c) Where an employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion upon termination of employment.

.2 Vacation Credits Upon Death

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

.2 Vacation Pay

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position for a majority of the sixty (60) working days preceding his/her vacation, in which case he/she shall receive the higher rate.

Requests for a salary advance for vacation must be made through the employee's supervisor and the payroll department fifteen (15) working days prior to the first day of the employee's vacation period.

.3 Vacation Carry Over

An employee may carry over a maximum of five (5) days vacation to be used in the following vacation year. An employee shall not receive cash in lieu of vacation time, except upon retirement or termination.

.4 Vacation Schedules

- (a) Completed vacation schedules will be posted by April 30th of each year. The schedule will be circulated commencing February 1st of the same year.
- (b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another department where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

.5 Vacation Preference

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority and work unit requirements.
- (b) An employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one continuous group of work days, he/she shall be entitled to use his/her seniority rights for only one such group of days in a calendar year.
- (c) With the exception of five (5) days which may be used as unscheduled or scheduled vacation, scheduled vacation leave shall be taken in blocks of five (5) or more consecutive working days. The five (5) unscheduled vacation days shall be taken at a time and on days mutually agreed between the employee and the Employer for purposes to be determined by the employee.
- (d) Regular vacations shall have priority over vacation time carried over under the provisions of 18.4.

.6 Prime Time Vacation Period

Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year he/she chooses to take his/her employee entitlement. However, all employees shall be allowed to take their employee entitlement during the period of May 1st to September 30th inclusive, which shall be defined as the prime time vacation period.

.7 Vacation Relief

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions, provided the employee is fully qualified to perform all the duties of the job and arrange for staff replacements at the lowest paying category.

.8 Vacation Schedule Changes

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

.9 Approved Leave of Absence With Pay During Vacation

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

.10 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

- SICK LEAVE

.1 Sick Leave Entitlement

Permanent employees who work thirty (30) hours or more per week are eligible for twelve (12) sick days per calendar year earned at a rate of one (1) day per month.

On January 1st of each year employees will be credited with twelve (12) sick days for the year. Employees who commence employment after January 1st will be credited with a prorated number of sick days for their first partial year of employment.

Employees whose employment has been terminated and have taken unearned sick time will have the unearned portion deducted from their final pay cheque.

Sick leave over twelve (12) working days taken during the calendar year will be considered leave without pay or short term disability, if the criteria are met.

.2 Employee to Inform Employer

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

.3 Sick Leave Application Form

An employee absent from work through illness or injury shall, upon return to work, submit a fully completed sick leave application form. The Employer may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over three (3) days. The employee may be asked to have a medical examination by a qualified practitioner, when it appears that a pattern of consistent absence is developing.

.4 Deduction of Sick Leave

- (a) All absences of more than one (1) hour on account of illness or injury on a normal working day (exclusive of designated paid holidays) shall be charged against the employee's Sick Leave credits.

- (b) Medical appointments requiring more than three (3) hours absence will be charged as Sick Leave.

.5 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period which he/she is on leave of absence without pay, under suspension, on strike, on layoff, locked out, or any non bona fide medical reason.

.6 Sick Leave Records

Upon request, an employee shall be advised of the balance of his/her sick leave credits.

- SHORT TERM DISABILITY

The Employer provides continuation of salary, in whole or in part, to eligible employees who satisfy the requirements of the plan during absences due to personal illness, accident or other disability. The plan is fully funded by the Employer, who reserves the right to replace or amend the plan at any time.

.1 Short Term Disability Entitlement

Any permanent employee working thirty (30) hours or more per week is entitled to Short Term Disability. Coverage will be in effect after three (3) months of continuous employment from the employee's date of hire, however, entitlement is calculated from the date of hire.

The total number of days of Short Term Disability is seventy-five (75). Short Term Disability will be credited at sixty-seven percent (67%) of salary for the first two years of employment. For every year of service after two (2) years, Short Term Disability at one hundred percent (100%) will be accumulated at the rate of five (5) days per year, the balance being paid at sixty-seven percent (67%).

.2 Short Term Disability Definition Criteria

Short Term Disability is separate and distinct from sick leave. Short Term Disability is granted for illness or disability, which in the opinion of a qualified medical practitioner, will require an extended recovery period of more than five (5) consecutive work days.

.3 Short Term Disability Application Form

Any employee needing to take short term disability is required to complete the Short Term Disability Form and submit it with a report from a qualified medical practitioner which states the approximate period of Short Term Disability required.

.4 Notification of Return to Work

The employee is responsible for notifying the Employer, by letter, as soon as the employee is aware of the date of return. For absences of over six (6) weeks, two (2) weeks notice is required.

.5 Recurrence of Illness or Disability

If an employee stops being disabled following a disability for which Short Term Disability benefits are payable, and within three (3) months becomes disabled again, the disability is considered to be a continuation of the previous disability in determining the benefit level and duration of benefits.

.6 Renewal of Short Term Disability

A new benefit period of seventy-five (75) days is restored after the employee has been working for three (3) consecutive months. This new period will be subject to the accumulation rules of a new employee.

.7 Rehabilitation

Employees who return to work on the advice of their physician on a part-time basis will be paid at the regular rate of pay for the hours worked, and either one hundred or sixty-seven percent (100% or 67%) of salary for the balance, whichever is applicable. Total pay would not exceed one hundred percent (100%) of original salary, subject to all sources of income.

.8 Benefit Entitlement While on Short Term Disability

Employees will continue to receive the following: extended health and dental benefits; basic life insurance; accidental death and dismemberment; Pension Plan (2% of base salary) and vacation accrual.

.9 Exhaustion of Short Term Disability

Short Term Disability absences extending more than fifteen (15) weeks, which equals seventy-five (75) days, due to illness or injury, may be eligible for the long term disability (LTD) plan. Employees not qualifying for the extended LTD benefit will not continue receive salary continuance payments. An employee who is not eligible for STD/LTD benefits will be issued a Record of Employment.

The Employer will hold the employee's position, or one of comparable value prior to the disability, for a period of six months. While every effort will be made to place the employee in a comparable position, the Employer cannot guarantee re-employment.

.10 Pay Out of Short Term Disability Credits

No pay out of short term disability credits will be made to an employee upon termination, retirement or death.

- SPECIAL AND OTHER LEAVE

.1 Family Responsibility Leave

An employee is entitled up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care of health of any other member of the employee's immediate family.

.2 Compassionate Leave

An employee shall be granted up to a maximum of five (5) consecutive working days with pay if there is a serious illness or death in the employee's family. Family shall be defined as the employee's partner, brother, sister, parent, grandparent, grandchild, child (including child of a partner), step-parent, foster parent, stepchild or ward of employee, parent-in-law, and others residing permanently with the employee or with whom the employee permanently resides. Compassionate leave may be extended when, at the discretion of the Employer, additional time is necessary for travel.

If there is a serious illness or death in the employee's family while the employee is on vacation leave the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation credits.

An employee shall be granted one (1) day to attend a funeral as a pall-bearer or mourner.

.3 Full-time Union or Public Duties

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

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years.
- (d) for an employee elected to the position of President of the B.C. Government Employees' Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay and benefits.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

.5 Elections

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

.6 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances; such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

- CHILD CARE LEAVE

Employees who have completed six (6) months of continuous service are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

.1 Maternity and Parental Leave

- (a) The employee will be granted a maternity leave of absence, upon written request, for a period of not more than eighteen (18) consecutive weeks. The employee will be granted a parental leave of absence, upon written request, for a period of not more than twelve (12) consecutive weeks. The combined leave for Maternity, Parental and other related leave shall not exceed thirty-two (32) consecutive weeks.
- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery.
- (c) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (e) Maternity leave may be extended for up to an additional six (6) weeks for health reasons related to the birth or termination of the pregnancy, where a medical practitioner's certificate is presented.
- (f) Regardless of when an employee begins her leave, she must be allowed six consecutive weeks after the actual date of delivery (even if, because of the difference in the actual and estimated dates, the employee's total leave will exceed eighteen (18) weeks).

(g) An employee who gives birth, or whose pregnancy is terminated, prior to her requesting her leave, will be granted, upon request, six weeks leave from the date of delivery or termination, as stated on the required doctor's certificate.

.2 Child Care Leave

(a) Upon application, an employee shall be granted leave of absence for up to twelve (12) consecutive weeks following the adoption of a child. The employee shall furnish, to the Employer, proof of adoption.

(b) Where an employee adopts a child who is six (6) months old or younger, such leave may be extended by up to an additional eighteen (18) consecutive weeks.

(c) The Employer will be notified at least two (2) weeks in advance of the employee's anticipated return to work.

.3 Leave Without Pay

All leave taken under Article 22 is leave without pay.

.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by one or two employees under Article 22 in respect of the birth or adoption of any one child shall not exceed thirty-two (32) weeks except as provided under Article 22.1(e).

.5 Return from Leave

On return from leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay, with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

.6 Benefit Plan

If an employee maintains coverage for medical, extended health, dental, group life and pension while on child care leave the Employer agrees to pay the Employer's share of these premiums.

.7 Seniority Rights on Reinstatement

(a) An employee who returns to work after the expiration of child care leave, maternity, parental, adoption or extensions to such leaves, shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the approved leave. An employee shall be placed in a position of equal rank and basic pay to the employee's former position if the employee's former position is not available.

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

.8 Sick Leave Credits

Illness arising due to pregnancy during employment may be charged to normal sick leave credits.

- SAFETY AND HEALTH

.1 Conditions

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

.2 Working Environment

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

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

.3 Safety Committee

(a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be established by the Safety Committee. The Committee will meet at regular intervals to be determined by the Committee, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

(b) The Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.

.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which does not meet the standards established pursuant to the Workers' Compensation Act as interpreted by:

- (a) a member of the Safety Committee; or
- (b) a person designated by the Safety Committee; or
- (c) a Safety Officer.

No employee shall be disciplined for refusing to perform work which poses an immediate hazard to the employee's safety. The employee shall report the incident to his/her supervisor immediately.

.5 Safety Equipment

The Employer will provide and maintain First Aid kits in all office locations and in each truck. In addition, each truck will be supplied with a fire extinguisher. The Employer will familiarize the employees with the location and use of this equipment.

.6 Protective Clothing and Supplies

- (a) The Employer shall supply protective clothing and supplies as required by the WCB.

(b) The Company shall, at the commencement of each contract year, reimburse employees with six (6) or more months of service up to fifty dollars (\$50.00) towards the purchase or repair of WCB approved footwear.

To claim reimbursement a receipt of either proof of purchase or repair must be presented.

.7 Injury Pay Provision

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

.8 Transportation of Accident Victims

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

.9 Employee Check In

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

.10 Industrial First Aid Requirements

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Standard or Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) An additional payment shall be granted to such employees on the basis of the type of Industrial First Aid Certificate they are required to possess as follows:

3 - \$50 per month;

2 - \$40 per month.

- TECHNOLOGICAL CHANGE

.1 Definition

"Technological change" shall mean:

The introduction by the Employer into his/her work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business which will result in a layoff or termination of the employees by the Employer.

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

.2 Advance Notice

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

.3 Referral to Labour Management Committee

Within fourteen (14) days of the notice under Section 24.2 of this article, the Labour Management Committee will meet to discuss ways in which the technological change can be accommodated.

.4 Reassimilation Into the Workplace

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

.5 Training

Where technological change may require additional knowledge and skill on the part of regular employees, such employees shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new position within a reasonable training period. The Employer agrees to pay the regular employee at his/her prevailing rate of pay during each training period.

.6 New Employees

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

- PROMOTIONS AND STAFF CHANGES

.1 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of six (6) calendar days so that all members will know about the vacancy or new position.

The Employer will refrain from advertising outside the Association for any position until the end of the minimum six (6) calendar days internal posting.

(b) If the vacancy is not filled within two (2) months after the closing date noted on the posting, the position shall be re-posted.

.2 Information in Postings

Such notice shall contain the following information: nature of position, qualification, required knowledge and education, skills, wage or salary rate or range and whether the employee is required to use his/her automobile in the performance of his/her duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state *"This position is open to male and female applicants"*.

.3 Outside Advertising and Appointment Policy

- (a) Vacancies for all positions in the bargaining unit shall be posted within the bargaining unit.
- (b) Positions will be awarded on the basis of qualifications as contained in the job descriptions. The factors used to determine qualification shall be education, skills, knowledge, experience and years of continuous employment with the Employer.
- (c) Vacancies will be filled by qualified applicants in the following order:
 - (1) permanent employees of the bargaining unit;
 - (2) casual employees of the bargaining unit;
 - (3) external applicants.

.2 Transfers

It is understood by the parties that the employees shall not be required to transfer from one position to another against their will except:

- (d) in the case of transfers resulting from layoffs; or
- (e) on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee for that employee to remain in her former position.

.4 Role of Seniority in Promotions and Transfers

The parties hereto agree that promotion shall be on the basis of qualifications and seniority; in the event that applicants for a given position are equally qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.

.5 Trial Period

Should a vacancy occur or any new positions that would fall within the bargaining unit be established by the Employer, the Employer agrees to follow the procedures and principles outlined in Articles 25.1, 25.2, 25.3, 25.4 and 25.5 in the hiring for the position.

If an applicant is taken from the bargaining unit, the applicant shall be placed on trial for a period of three (3) months or six (6) months for Officers. Conditional on satisfactory service, the employee shall be declared permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

.6 Local Union Observer

The President of the Union or designate may sit as an observer on a Selection Committee for posted positions within the bargaining unit.

.7 Notification to Employee and Union

Within seven (7) calendar days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit. Upon request, unsuccessful applicants with more seniority from within the bargaining unit shall be given in writing the reasons why they were unsuccessful. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

.8 Right to Grieve

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

- CAREER DEVELOPMENT

.1 Purpose

Both parties recognize that an improved service to the public will result if employees acquire knowledge and skills related to the services provided by the Canadian Diabetes Association. The provisions of this article are intended to assist employees in maintaining and improving skills and to assist in preparing them for foreseeable jobs.

.2 Education Leave and Allowances

(a) Leave of Absence and financial reimbursement for the same will be based on the following considerations:

(1) Employees wishing to proceed on staff development leave shall submit a request in writing, to the Employer, indicating the leave required and the relevance of the particular event to the employee's job;

(2) There must be a reasonable expectation that the program will enhance, improve, or upgrade the employee's performance and that the employee will complete it successfully;

Normally, a request to participate in a course, workshop, seminar, or conference shall be submitted in writing to the Employer at least thirty (30) days prior to the starting date. Education Leave will not normally exceed ten (10) working days within any one (1) fiscal year.

(b) Should the Employer require an employee to attend an approved program as noted above, all expenses necessarily related to the employee's attendance will be reimbursed and any leave shall be considered Education Leave, with pay. Advance notice of such requirement to attend shall be provided to the employee at least thirty (30) days prior to the starting date. If the required course is outside normal working hours, straight time regular rates will apply.

(c) Requested, but not required, education leave will be granted as follows:

(1) The Employer shall reimburse an employee proceeding on approved staff development leave, all or part of his/her pre-authorized, receipted, expenses which are directly related to the seminar, workshop or program. Expenses shall include tuition fees, entrance or registration fees, laboratory fees, and course-required books. The employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.

(2) Generally, if the employee needs to take time off work in order to attend an approved program, he/she shall be advised, concurrently with approval, whether such leave is to be with or without pay. If the approved program is being conducted outside of normal working hours, the employee will not be entitled to claim overtime for such attendance.

(3) On his/her return, the employee will provide a summary of the symposium/seminar to the Employer for distribution to the other employees.

.3 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses required by the Employer, except where leave to take the course has been granted without pay.

.4 General Skill Upgrading

It is the intent of this article that employees shall be encouraged through the granting of leave and provision of allowances to enrol in programs which will enable them to acquire additional skills.

- PAYMENT OF WAGES AND ALLOWANCES

.1 Equal Pay

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

.2 Pay Days

(a) Employees shall be paid every second Thursday.

(b) When the pay day falls on a statutory holiday, pay day shall be on the day preceding the statutory holiday.

(c) If the pay cheque is not available on the pay day, the Employer upon request of the employee shall arrange for the employee to be provided with an adequate advance on his/her salary.

.3 Rate of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties of this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this Agreement.

- (b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.

.4 Substitution Pay

- (a) When an employee, at the request of his/her immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position within the bargaining unit for more than four (4) hours per shift, he/she shall receive the rate for the job.
- (b) An employee substituting in a higher paid classification will continue to receive general increases to his/her regular rate of pay and will receive substitution pay based on the amended rate per article (a) above.
- (c) During a temporary assignment employee's benefits will be maintained at the level of his/her regular position.
- (d) Upon completion of a temporary assignment an employee will return to his/her regular rate of pay.
- (e) An employee will not receive an increase if the temporary duties are included on his/her job description.

.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paid classification in appendix A, they shall receive the wage rate established for the higher paying classification.

.6 Pay on Temporary Assignment

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

.7 Reclassification of Position

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

.8 Vehicle Allowance

- (a) Vehicle allowances for all kilometres travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by his/her supervisor.
- (c) Where an employee uses his/her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of B.C. and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, and the Employer requires the employee to use his/her car for work, the Employer shall pay the premium

difference between business class and the next lower class on submission of documentation of that premium difference certified as correct by the Employee's supervisor.

(e) The vehicle allowance shall be twenty-seven cents (27¢) per kilometre.

(f) Fines and penalties arising from traffic violations while operating a company provided vehicle, including those resulting from photo radar, shall be the responsibility of the employee driving and/or responsible for the vehicle. Burden of proof is upon the employer to establish the employee responsible.

.9 Meal Allowance

Employees on travel status away from their headquarters area shall be entitled to claim the following maximum meals allowances in accordance with the following rates effective November 20, 1993, upon presentation of receipts.

Breakfast.....	\$ 10.00
Lunch	15.00
Dinner	20.00
Snack.....	<u>5.00</u>
	\$ 50.00

.10 Travel Advance

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

.11 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 11:00 pm and 6:00 am and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the actual cost of commercial transportation upon presentation of a receipt.

.12 Salary Rate Upon Employment

During their probationary period, the rate of pay for a new employee shall be ninety percent (90%) of their classification rate.

.13 Salary Increases for Casual and Part-time Employees

Employees paid on an hourly basis receive salary increments based on an hourly equivalent of the working hours annually as defined in this Agreement.

.14 Uniforms

The Employer shall provide five (5) shirts and one (1) jacket to each employee required to wear a uniform. The cost of laundering these items will be borne by the employee. The Employer will repair or replace unserviceable items upon surrender of items to be repaired or replaced. Uniforms are company property and will be returned on termination.

- **BENEFITS**

.1 Benefits

The Employer shall provide and pay one hundred (100%) percent of the premium cost for the following insurance benefits (detailed in the Group Benefits booklet) for full time permanent employees.

- (a) British Columbia Medical Plan benefit shall be effective on the first day of the month following the date of hire.
- (b) Extended Health Care Benefits provided by Mutual Group or an equivalent available plan are to include:
- Vision Care at 100% coverage with 2-year maximum of \$100;
 - Drugs at 100% coverage;
 - Hospital at 100% coverage for semi-private room;
 - Out of Province Emergency..... at 100% coverage with life time maximum of \$1,000,000;
 - Supplementary Health Care..... at 100% coverage with limits as set out in the Insurance Policy.

Extended Health Care benefits shall be effective three (3) months from date of hire.

- (c) Dental services provided by Mutual Group or an equivalent available plan are to include:
- Basic 100% to \$1,500 yearly maximum
 - Endodontics and Periodontics 80%
 - Major Restorative 50%
 - Orthodontics..... 50% to life time maximum of \$1,200

Dental benefits shall be effective three (3) months from date of hire.

- (d) Basic Life Insurance, Accidental Death and Dismemberment and Long Term Disability Benefits are provided by Mutual Group or an equivalent available plan. Membership in Basic Life Insurance, AD&D and Long Term Disability is a condition of employment for all full time permanent employees. Basic Life Insurance and AD&D shall be effective three (3) months from date of hire. Long Term Disability shall be effective six (6) months from date of hire.

- (e) Where the Employer is no longer able to provide coverage due to actions taken by the Carrier, the parties will meet to negotiate an alternative solution which will not result in an increased cost to the Employer.

- (f) Where premiums have increased due to the actions taken by the Carrier, the parties will meet to negotiate an alternative solution which will not result in an increased cost to the Employer.

.2 Pension Plan

- (a) The Group Pension Plan is provided by Manulife or an equivalent available plan.
- (1) Permanent full-time employees are required to join the pension plan after completing six (6) months of continuous service.
- (2) Permanent part-time employees are required to join the pension plan after two (2) years of continuous part-time employment if they have worked at least seven hundred (700) hours and/or have earned at least thirty-five (35%) percent of the Y.M.P.E. in each of the two (2) consecutive years of employment.
- (b) The Employer will contribute to the pension plan two percent (2%) of an employee's base earnings. In addition, The Employer will match sixty percent (60%) of the employee's Group RRSP contribution, subject to the following maximum:
- Year 0-1 of Plan Membership..... 1% of base earnings
 - Year 1-2 of Plan Membership..... 2% of base earnings
 - 2 or more years of Plan Membership 3% of base earnings
- (c) Pension payments normally begin on the first day of the month following the employee's sixty-fifth (65) birthday. An employee may postpone receiving pension income until the end of the year in which he/she turns sixty-nine (69).
- (d) An employee becomes one hundred percent (100%) vested after two (2) years of continuous service. Contributions become locked in when they become vested.

.3 Legislative Changes

If the premiums paid by the Employer for an employee benefit covered by this Agreement is reduced as a result of any legislative or other action, fifty percent (50%) of the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

.4 Medical Examination

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time.

- GENERAL CONDITIONS

.1 Damage to Personal Property

The Employer will not require employees to use personal property to carry out Employer business.

.2 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. When due notice of disruption of work can not be

provided to employees, employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies, or by reason of power failures, or other circumstances not attributable to the employees. Disruption of work due to an Act of Nature is exempt from this clause.

.3 Indemnity

Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his/her duties and to pay any legal costs incurred in the proceeding provided the employee co-operates fully in any defence and the Employer has exclusive conduct of the proceedings.

.4 Copies of Agreement

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 fifty (50) copies of this Agreement for distribution to employees. The Agreement shall be printed by the Employer using his/her own facilities. Printing costs of the Agreement shall be shared equally between the Employer and the Union.

.5 Contracting Out

The Employer shall not contract out bargaining unit work which would result in a layoff or eliminate a bargaining unit position solely for the purpose of evading the negotiated wages and conditions of this agreement.

.6 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee which will attempt to resolve the dispute.

.7 Positions Temporarily Vacant

For employees required to provide illness and vacation relief, every effort to redistribute their workload or change their work priorities will be made so that their workload will not be significantly increased.

.8 Pay Cheques

Upon written request, employees may elect to have their cheques directly deposited in any chartered bank or credit union in the Province of British Columbia.

.9 Political Activity

- (a) *Municipal and School Board Offices* - Employees may seek election to Municipal and School Board Offices, provided that the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee.

(b) *Federal and Provincial Offices* - There are no restrictions on employees engaging in political activities on their own time as campaign workers, except if the employee uses his position with the employer for the benefit of the candidate. If an employee is nominated as a candidate for election, the employee shall, upon request, be granted leave without pay in accordance with Article 21.3 to engage in the election campaign. If elected, the employee shall be granted leave of absence. If not elected, the employee shall be allowed to return to his/her former position.

.10 Member/Donor/Client Confidentiality

Any information about members/donors/clients of the Association which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential member/donor/client information shall be surrendered to the Association by the employee on termination of employment.

.11 Assignment of Truck Drivers

One (1) driver will be assigned to each truck during each shift, unless the route involves the pick-up of items which requires two (2) persons. Drivers will not carry unauthorized passengers.

- HARASSMENT

.1 Commitment

The Union and the Employer recognize the right of employees to work in an environment free from harassment. The Employer shall take such actions as are necessary which may include discipline respecting an employee or volunteer engaging in harassment in the workplace. To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

.2 Responsibilities

The Employer is responsible for:

- (a) making all members and employees of the Association aware of the problem of workplace harassment and the existence of the procedures available; and
- (b) appointing neutral investigators and providing the training and resources for them to fulfil their responsibilities under this policy.

The Union is responsible for cooperating with the Employer to ensure an environment free from harassment.

.3 Application

This clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified below. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

.4 Definitions

(a) *Sexual Harassment*

Sexual harassment means sexually oriented verbal or physical behaviour which one would reasonably find to be unwanted or unwelcome by any individual, or persons in general, to whom such behaviour is presented, giving consideration to all surrounding circumstances.

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

(2) Both males and females can be sexually harassed by members of either sex.

(b) *Personal Harassment*

Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place or origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose.

.5 Confidentiality

The Employer and the Union recognize the difficulty of coming forward with a complaint of harassment. To protect the interests of the complainant, confidentiality shall be maintained throughout the process and information relating to the complaint shall only be disclosed to the extent necessary to carry out these procedures. To protect the complainant, the respondent and any witnesses, testimony given through the course of an investigation will be kept confidential.

.6 Investigators

The Employer and the Union shall mutually agree to an independent mutually agreed person to serve as investigator under this article. In carrying out their duty under this article, the investigator shall be directly responsible to the Employer. Any person who has acted as an investigator on a complaint shall not adjudicate that complaint.

The investigator's role is as follows, but not limited to:

- investigate the complaint;
- prepare a report for the Employer; and
- recommend appropriate actions.

.7 Time Limits

A complaint may not be pursued by the complainant unless the complainant meets to discuss the alleged harassment with the Employer no later than sixty (60) days after the event, or in the case of a series of events, the last event in the series, on which the complaint is based.

.8 Procedure

The procedure for filing a harassment complaint is as follows:

- (a) A person who considers that she or he has been subjected to workplace harassment (the "complainant") is encouraged to bring the matter to the attention of the person responsible for the conduct ("respondent"). Where the complainant does not wish to bring the matter directly to the attention of the respondent, or where such an approach is attempted and does not produce a satisfactory result, the complainant should report in writing the incident to a member of the Employer's management team.
- (b) Upon receipt of the written complaint, the Employer shall notify the appropriate Staff Representative in writing. The Employer shall attempt to resolve the matter between the parties. If such attempt is unsuccessful, then the matter will be referred to an investigator.
- (c) If the complainant and the investigator agree that the conduct in question is not workplace harassment as defined in this article, the investigator shall take no further action.
- (d) The complainant will be given the option of having a Steward present as an observer at the meeting(s) at which the complainant is present.
- (e) The respondent shall be given the option of having a different steward present as an observer at the meeting(s) at which the respondent is present.
- (f) Where the investigator gives a copy of the complaint to the respondent, the investigator shall include with the complaint a copy of this article and a notice that either party has the right to be represented by any person of choice at any stage of the process when required or entitled to be present.
- (g) Investigations must be completed within thirty (30) days of the referral of the complaint by the Employer to the investigator(s). A written report by the investigator shall be submitted to the Employer at the end of the investigation.
- (h) Where the investigation results in a finding that the complaint of workplace harassment is not substantiated or the proceedings are discontinued, all record of the complaint shall be removed from the Employer's records relating to the respondent.
- (i) If either party is not satisfied with the findings of whether or not harassment has occurred, the matters may be referred to an independent adjudicator for a final resolution. Disciplinary action as a result of the complaint is the only matter which may be grieved. No grievance will be filed until this procedure is complete.
- (j) An employee of the Employer who considers that she or he has been subjected to workplace harassment by a person who is not a member or employee of the Employer shall seek the advice of their director, executive director or immediate supervisor. The director, executive director or immediate supervisor shall take responsibility to support and assist the person subjected to such harassment.

- TERM OF AGREEMENT

.1 Duration

The terms of this Agreement shall be February 18, 1997 to February 17, 2000.

.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 17, 1999, but in any event not later than midnight, November 17, 1999.

(b) Where no notice is given by either party prior to November 17, 1999 both parties shall be deemed to have been given notice under this article on November 17, 1999 and thereupon Section 31.3 applies.

(c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Executive Director.

.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 31.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

.4 Changes in Agreement

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

.5 Effective Date of Agreement

The provisions of the Agreement shall come into full force and effect on the date of signing.

.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Jim O'Brien, Executive Director

Gavin Dempsey, Bargaining Committee

Doug Philp, President

Simon Trevelyan, Bargaining Committee

Lorraine Sheppard, Staff Representative

Dated this _____ day of _____, 1997.

APPENDIX A
SALARY SCHEDULE

Classification	Effective Feb. 18, 1997	Effective Feb. 18, 1998	Effective Feb. 18, 1999
Office & Technical Staff			
Residential Campaign Officer	21.62	22.06	22.50
Marketing & Communications Officer	21.02	21.44	21.87
Fund Development Officer	21.02	21.44	21.87
Information Management Coordinator	20.41	20.82	21.23
Branch Development Coordinator	20.41	20.82	21.23
Community Education Coordinator	19.24	19.62	20.01
Volunteer Services Coordinator	17.03	17.37	17.72
Special Projects Coordinator	17.03	17.37	17.72
Intermediate Accountant	16.64	16.97	17.31
Accounting Clerk	15.62	15.93	16.25
Information Management Assistant	14.12	14.40	14.69
Junior Secretary	13.72	13.99	14.27
Data Entry Clerk	12.61	12.86	13.12
Office Clerk (DCL) **	12.25	12.50	12.75
Telephone Representative Coordinator (DCL) **	12.03	12.27	12.51
Receptionist	12.02	12.26	12.50
Office Assistant/Reception (DCL) **	10.93	11.15	11.38
Receptionist (DCL) **	10.93	11.15	11.38
Call Back Clerk (DCL)	8.74	8.92	9.09
Part-Time			
Part-time Camp Coordinator	18.87	19.25	19.63
Part-time Resource Centre Assistant	15.30	15.61	15.92
Truck Crew			
Driver **	11.98	12.22	12.46
Swamper **	9.18	9.36	9.55
** 40 Hour Work Week			

MEMORANDUM OF UNDERSTANDING NO. 1

VOLUNTEERS

The Union recognizes that the volunteers of the Canadian Diabetes Association perform operational tasks without pay and benefits. The Employer recognizes that use of volunteers will not displace members of the bargaining unit.

Signed off June 18, 1996

MEMORANDUM OF UNDERSTANDING NO. 2
DRIVER BONUS PAYMENTS

The drivers of the Canadian Diabetes Association are eligible for a bonus program in addition to their wage.

The Driver Bonus Program is as follows:

FOR CARTAGE (OKS) OF	THE BONUS IS:
100 - 110	\$ 10.00
115 - 125	15.00
130 - 140	20.00
145 - 155	25.00
160 - 170	30.00
175 - 185	35.00
190 AND OVER	40.00

Signed off June 18, 1996

MEMORANDUM OF UNDERSTANDING NO. 3

STELLA RULLO

The Parties agree that so long as the above mentioned employee occupies the classification of Telephone Representative Coordinator and until the classified hourly wage rate for this classification exceeds their current wage rate, their current wage shall be maintained.

Also, subject to the same provisions expressed above, the employee shall receive a one time lump sum payment on each anniversary date of the Collective Agreement equivalent to the general increase to the hourly wage for Telephone Representative Coordinator, less any increase to their hourly wage resulting from the general increase.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Jim O'Brien, Executive Director

Gavin Dempsey, Bargaining Committee

Doug Philp, President

Simon Trevelyan, Bargaining Committee

Lorraine Sheppard, Staff Representative

Dated this _____ day of _____, 1997.

MEMORANDUM OF UNDERSTANDING NO. 4

OVERRATES

The Parties agree that so long as the following employees occupy the classification of Truck Driver and until the classified hourly wage rate for their classification exceeds their current wage rate, their current wage shall be maintained:

- Sergio Tomei
- Hermant Buturu

Also, subject to the same provision expressed above, they shall each receive a one time lump sum payment of \$800.00 on each anniversary date of the Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Jim O'Brien, Executive Director

Gavin Dempsey, Bargaining Committee

Doug Philp, President

Simon Trevelyan, Bargaining Committee

Lorraine Sheppard, Staff Representative

Dated this _____ day of _____, 1997.

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