

**COLLECTIVE AGREEMENT**

**between the**

**BEAUTIFUL B.C. MAGAZINE**

**and the**

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

**Effective from April 1, 1996 to March 31, 2000**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) *"basic pay"* - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection;
- (2) *"continuous employment"* or *"continuous service"* - means uninterrupted employment with Beautiful B.C. Magazine;
- (3) *"cross-training"* - means a reasonable period of training and familiarization to prepare a worker for the particular aspects of a job for which the worker possesses the basic skills and knowledge.
- (4) *"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 a leave of absence;
- (5) *"demotion"* - means a change from an employee's position to one with a lower maximum salary;
- (6) *"employee"* - means a member of the bargaining unit with the following categories:
  - (a) *"regular"* - an employee who is hired for full time work who has more than nine hundred and seventy-five (975) hours of continuous service;
  - (b) *"temporary"* - consisting of two (2) types:
    - (1) *"seasonal"* - an employee who is hired for part-time work who has more than nine hundred and seventy-five (975) hours cumulative service in the previous twelve (12) months and who maintains more than nine hundred and seventy-five (975) hours worked in a rolling twelve (12) month averaging period;
    - (2) *"casual"* - an employee hired for full or part-time work who works less than nine hundred and seventy-five (975) hours in any period of twelve (12) consecutive months;
  - (c) *"employee"* does not include incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement;
- (7) *"Employer"* - means Beautiful B.C. Magazine;
- (8) *"field status"* - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;
- (9) *"headquarters or geographic location"* - Headquarters of Beautiful B. C. Magazine is Greater Victoria, B.C.;
- (10) *"holiday"* - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (11) *"hours of operation"* - are the hours established by the Employer to fulfil the functions of the work unit;

- (12) *"hours travelled"* - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (13) *"lateral transfer"* or *"transfer"* - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (14) *"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;
- (15) *"leave of absence with pay"* - means to be absent from duty with permission and with pay;
- (16) *"leave of absence without pay"* - means to be absent from duty with permission but without pay;
- (17) *"probation"* - for an employee means the period of employment with Beautiful B.C. Magazine during which she/he has less than six hundred and fifty (650) hours of cumulative service;
- (18) *"promotion"* - means a change from an employee's position to one with a higher maximum salary level;
- (19) *"relocation"* - refers to the movement of an employee from one geographic location to another;
- (20) *"resignation"* - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (21) *"rest period"* - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;
- (22) *"shift"* - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (23) *"termination"* - is the separation of an employee from the Employer for cause pursuant to Articles 10, 11 or 13;
- (24) *"travel status"* - with respect to an employee means absence of the employee from his/her headquarters or geographic location on Employer business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;
- (25) *"Union"* - means the B.C. Government and Service Employees' Union;
- (26) *"work day"* - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;
- (27) *"work schedule"* - means the roster of work hours and days to meet the annual hours of work.

- PREAMBLE

**.1 Purpose of Agreement**

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

**.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.

**.3 Conflict with Regulations**

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

**.4 Human Rights Code**

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

**.5 Sexual Harassment in the Work Place**

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

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c)

(1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the General Manager. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(2) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.

(3) The Employer's designate and a Union representative shall investigate the complaint and shall submit reports to the General Manager in writing within thirty (30) days of receipt of the complaint. The General Manager shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.

(4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(5) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.

(6) In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, except that the harassee may be transferred with his/her consent.

## **- UNION RECOGNITION AND RIGHTS**

### **.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees of Beautiful B.C. Magazine as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and (or) confidential exclusions.

### **.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board applies.

### **.3 Correspondence**

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

### **.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral 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 employee for reason of membership or activity in the Union.

## **.6 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) 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. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of 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) 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 at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*." This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## **.9 Right to Refuse to Cross Picket Lines**

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. Any employee failing to report for duty shall be considered to be absent without pay. 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.

**.10 Time Off for Union Business**

(a) *Without Pay* - 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 representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee; additional persons for technical information or advice shall also be covered by the provisions of this clause;

(4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board;

(b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representing the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

—

**- UNION SECURITY**

All employees shall be required, as a condition of employment, to be members of the Union.

—

**- CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any 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 for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period 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 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 (a) above, the Union must advise the Employer in writing of the amount of its regular dues. 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 this Agreement and for its duration, no registered employee organization other than the Union shall be permitted to have membership dues or other moneys 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 employees prior to March 1 of the succeeding year.

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

**- EMPLOYER AND UNION TO 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. A new employee shall be advised of the name and location of his/her steward. 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, who will provide the employee with a copy of the Collective Agreement. 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 directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

**- EMPLOYER-UNION RELATIONS**

**.1 Union and Employer 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 consist of three (3) members who 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 access to its premises will 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 in the settlement of a grievance.
- (b) 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 Employer
- (c) In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

**.4 Technical Information**

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

**.5 Joint Consultation Committee**

- (a) The Employer and the Union recognize the importance of dealing with matters of mutual concern that directly relate to the employees. The intent is to prevent problems from occurring which could adversely affect the development of a positive working relationship amongst all employees at Beautiful B.C. Magazine.
- (b) Matters of mutual concern that directly relate to the employees will be brought before the Joint Consultation Committee to discuss and make recommendations.
- (c) The Joint Consultation Committee shall not be empowered to deal with grievances.
- (d) The Joint Consultation Committee shall consist of two (2) representatives designated by the Union and two (2) management representatives. The Chair of the Committee shall be rotated with each meeting, with the other party taking minutes.
- (e) The Joint Consultation Committee shall meet on an "*as required basis*" agreed to by the Joint Consultation Committee members. Meetings will be held during working hours.
- (f) The minutes taken at each meeting will be initialled by both parties, then circulated to all employees within a week of the meeting.

**- GRIEVANCES**

**.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:

- (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

## **.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. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

## **.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 Clause 8.4, must do so no 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;
- (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 Clause 8.3, the employee may present a grievance at this level by:
  - (1) recording his/her 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 his/her grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

## **.5 Time Limit to Reply at Step 2**

(a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

(c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. In such cases, Clause 8.7(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

**.6 Step 3**

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

(1) within twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or

(2) within twenty-one (21) days after the Employer's reply was due.

(b) The presentation at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

**.7 Time Limit to Reply at Step 3**

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

(b) The reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

**.8 Failure to Act**

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

**.9 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

(a) thirty (30) days after the Employer's decision has been received, or

(b) thirty (30) days after the Employer's decision was due.

**.10 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this Clause shall not apply.

**.11 Dismissal or Suspension Grievances**

- (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**

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

**.13 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an Article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

**.14 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance 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 Clause 8.13, 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 a Board of Arbitration.

## **.16 Amending 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.

## **- ARBITRATION**

### **.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question 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 8, 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 the arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by registered mail to the Labour Relations Board of B.C., with a copy to the other party.

(c) Where the matter in dispute is a dismissal grievance, the Labour Relations Board shall set a date for the hearing to be held between the sixth and eighth week from the date that such a hearing is requested.

### **.2 Assignment of a Single Arbitrator**

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the Labour Relations Board shall assign an arbitrator from the mutually agreed upon list of single arbitrators and set a date for the hearing.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

### **.3 Three-Person Arbitration Board**

(a) Notwithstanding Article 9.2, when a single arbitrator has been appointed either party may indicate to the other party, within seven (7) days of receipt of written notice, if it chooses to have the matter heard by a three-person arbitration board. Both parties shall then have seven (7) days to name their appointee to the three-person board. The two appointees shall then meet to select an impartial chairperson.

(b) If either party fails to name their appointee, or the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Chairman of the Labour Relations Board.

### **.4 Board Procedure**

The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

### **.5 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement.

#### **.6 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven (7) days.

#### **.7 Expenses of Arbitration Board**

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints; and
- (b) one-half (½) of the fees and expenses of the Chairperson.

#### **.8 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.

### **- DISMISSAL, SUSPENSION AND DISCIPLINE**

#### **.1 Burden of Proof**

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

#### **.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

#### **.3 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.

#### **.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

#### **.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document 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. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **.6 Personnel File**

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

#### **.7 Right to Have Steward Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall 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. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any 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 an undue delay of the appropriate action being taken.

#### **.8 Rejection During Probation**

The Employer may reject any probationary employee for just cause during their probation. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

#### **.9 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive work 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 to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer, or be subject to possible disciplinary action.

### **- SENIORITY**

#### **.1 Seniority Defined**

For the purpose of this Agreement:

(a) Service seniority shall mean the length of continuous service as an employee with the Employer. Employees shall be credited with service seniority equivalent to their length of continuous service with the Employer and the Public Service of British Columbia prior to the signing of the first Collective Agreement between the Parties to this Agreement. Service seniority for temporary employees shall be prorated on the basis of one (1) year's service seniority for every one thousand, nine hundred and fifty (1950) hours completed.

(b) Classification seniority for an employee shall be from that date upon which an employee is last appointed to his/her present classification with the status of a regular employee.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an employee takes a voluntary demotion or is demoted through no fault of his/her own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related series.

## **.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each regular employee commenced employment. An up-to-date service seniority list shall be sent to the President of the Union prior to the expiry of this Agreement.

## **.3 Loss of Seniority**

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 20, shall not accrue seniority for leave periods over thirty (30) calendar days.

(b) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.

(c) An employee shall lose his/her seniority as a regular employee in the event that:

(1) he/she is discharged for just cause;

(2) subject to Clause 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;

(3) he/she is on layoff for more than one (1) year;

(4) he/she becomes a temporary employee; or

(5) he/she declines three (3) offers of work over a period of twenty-one (21) days, or is unavailable for recall for over twenty-one (21) days.

## **.4 Re-Employment**

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her pension contributions.

### **.5 Bridging of Service**

If a regular employee terminates 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 purposes of benefits based on service seniority. Employees under this clause must re-qualify for health and welfare benefits. 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 four (4) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **- JOB POSTINGS AND PROFESSIONAL DEVELOPMENT**

### **.1 Job Posting**

- (a) In the event that a new or existing classified job becomes vacant or a job classification is created, the Employer shall post a notice on the bulletin board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the right of applying when they return. Wherever employees are relatively equal in ability and qualifications, the senior employee applying shall receive such job. For the purpose of this Article, "*qualifications*" shall be taken to mean relevant education, training and experience. If there is a dispute as to whether any employee has the ability to perform the job in question, he/she shall be placed on such job to determine whether or not he/she has the ability.
- (b) The vacancy referred to in (a) shall not be advertised externally prior to the seventy-two (72) hour time period prescribed above.
- (c) It is understood that employees may apply for lower paid jobs, higher paid jobs, and for lateral transfers.
- (d) Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to thirty (30) days, and if found unsatisfactory, shall be returned to his/her former position without loss of seniority.

### **.2 Career Development**

(a) Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the work force. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and upgrade their specific skills.

(b) The provisions of this Article are intended to assist regular employees in maintaining and improving skills, or preparing them for foreseeable jobs, and to improve the quality of work performed.

### **.3 Professional Development**

(a) Employees shall be reimbursed for courses which are job related and approved by the Employer, at the rate of:

(1) fifty percent (50%) for courses completed but not successfully passed.

(2) one hundred percent (100%) for courses completed and passed.

(3) fifty percent (50%) for courses passed which are indirectly job-related and approved by the Employer.

### **.4 Provisions Re Attendance At Conferences, Etc.**

Employees instructed to attend conferences, seminars, courses, equipment demonstrations, meetings, training or policy meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked.

### **.5 Job Orientation**

The Employer agrees to provide essential orientation for employees assigned to new jobs.

### **.6 Positions Temporarily Vacant**

(a) The Employer agrees that, except in the case of emergency, an employee's work load will not be increased as a result of positions being temporarily vacant for longer than three (3) days due to illness, vacation, leave of absence, or any other reason.

(b) For purpose of substitution, first refusal shall be given to regular employees in the next classification who are qualified to perform the work of the position requiring substitution, and whose most recent employee appraisal indicates satisfactory performance.

### **.7 On-The-Job Training**

(a) The local supervisor shall be responsible for providing job training to employees filling vacant or new positions.

(b) New employees and temporary employees on layoff may be called in for training outside the normal seniority block, but the time spent in training will not be calculated for seniority purposes and shall not exceed five (5) days in duration. The Employer will attempt to schedule such training periods at mutually convenient times for the Employer and the employees.

- (c) The Employer shall make every reasonable effort to ensure training is done on a fair and equitable basis.
- (d) Subject to availability of training, and to the ability of the employee, regular employees who are subject to layoff due to a reduction in the amount of work required to be done by the Employer, will be offered cross-training by seniority, within the employee's classification series.
- (e) Subject to availability of training, and to the ability of the employee, regular employees who are subject to layoff due to re-organization, or technological change, shall be offered cross-training by seniority, and career adjustment options in Article 12 and 13.
- (f) Training referred to in this Article will count as hours worked and be calculated for seniority purposes.
- (g) Both parties to this Agreement recognize that it is in the best interest of all parties that cross-training take place on an on-going basis, whenever possible, without additional costs to the Employer.
- (h) No employee shall be required to be cross-trained.

- LAYOFF AND RECALL

**.1 Layoff and Recall**

(a) *Layoff*

In the event of layoff resulting from a decrease in the amount of work to be done, the following shall apply:

- (1) temporary employees shall be laid off by classification, in reverse order of service seniority, prior to regular employees;
- (2) regular employees shall be laid off in reverse order of service seniority within a classification;
- (3) An employee identified in (2) above may opt to "*displace*" an employee with less service seniority in the classification series if the employee identified in (2) above is qualified and able to carry out the work that remains available, with cross-training, as per Article 12.7, while maintaining the same rate of pay.

(b) *Recall*

Regular employees on layoff shall be recalled in order of service seniority within a classification series, provided the worker is qualified and able to do the work which is available. An employee unable to respond to recall in any of the following circumstances will not be penalized for future recall and will not lose seniority hours previously accumulated:

- (1) absence on a WCB claim;
- (2) maternity leave, parental leave, or adoption leave;
- (3) absence on bereavement leave as per clause 19.1;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;

- (5) illness;
- (6) illness of, or inability to obtain child care for a dependent child, where no one other than the employee can care for the child;
- (7) union leave;
- (8) jury duty;
- (9) medical or dental appointments.
- (10) leave with written approval from the Operations and Personnel Manager, or his/her designate.

(b) *Application*

The Employer shall determine the classification or classification series of employees to be laid off or recalled, provided that the classification series identified is that in which the hours are to be reduced or increased.

## **.2 Advance Notice**

(a) The Employer shall notify regular employees, who are to be laid off, twenty (20) work days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available. Within the initial twenty (20) days from notification of layoff the Employer may extend the layoff date without giving a further twenty (20) days' notice.

(b) Notwithstanding Clause 13.2(a), a regular employee may be recalled to work for periods of less than twenty (20) days with the then current layoff still in effect. In such cases, it is agreed that the Employer will not be required to give the employee twenty (20) days notice of layoff, or pay in lieu of notice.

## **.3**

Regular and seasonal employees shall initially be given the expected duration of their employment which may be extended in accordance with Clause 13.2.

## **.4**

Upon qualification, and for as long as they maintain more than nine hundred and seventy-five (975) hours worked in a rolling twelve (12) month averaging period, seasonal and regular employees will receive basic Medical Services Plan and Dental Plan coverage whether working or on layoff with the premiums to be paid for by the Employer.

## **- HOURS OF WORK**

### **.1 Hours of Work**

The annual hours of work, exclusive of meal periods taken away from the work station but including paid holidays, will be one thousand, nine hundred and fifty (1,950), which is equivalent to an average of thirty-seven and one-half (37½) hours per week. The one thousand, nine hundred and fifty (1,950) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of one thousand, nine hundred and fifty (1,950) hours.

## .2 Hours of Work

(a) This Agreement shall establish shift patterns, length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work.

(b) The Employer shall determine when various services are provided (hours of operation), the classification of positions and the number of employees required to provide the services.

(c) The Employer's designate and the employees' representative at the local level will establish work schedules based upon the hours of work clauses in this Agreement and the provisions of this Article including the following:

(1) where agreement can be reached, the Joint Consultation Committee will recommend a proposed schedule to the employees' representative and the Employer's designate;

(2) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;

(3) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or designate;

(4) the parties shall have fourteen (14) days, from the date notice is given, to reach agreement on work schedules;

(5) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to the arbitrator pursuant to Article 9 and the terms of reference within this Article.

(b)

(1) The arbitrator shall base his/her decision on the criteria to be applied in this section.

(2) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

(3) In coming to a decision, the arbitrator shall abide by the following rules:

(i) the decision must not be retroactive;

(ii) the hours of work schedule awarded shall not contain scheduled overtime;

(iii) the decision must accord with the agreed upon terms of reference contained in this Article.

(c) The parties recognize that in reaching mutual agreement on work schedules, or where the arbitrator is determining a schedule in accordance with the provisions of this Article, the following will also apply:

(1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;

(2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the customer. The onus of proof shall be on the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences.

(d) In the event there is a dispute between the parties at the local level, the Employer may implement, by utilizing "temporary" employees on an interim basis, a new or changed work schedule by giving fourteen (14) days' notice. The casual employees work day shall not be scheduled beyond seven (7) to seven and one-half (7½) hours. However, under extenuating circumstances the fourteen (14) days' notice may be concurrent with the period of notice in (c)(4) above.

(e) Once work schedules have been agreed to employees shall have the right to sign up for scheduled shifts in order of seniority.

## **.2 Conversion of Hours**

(a) *Lieu Days*

Where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be seven and one-half (7½) hours per lieu day for a full-time employee and prorated for a temporary employee.

(d) *Vacation*

Where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half (7½) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(e) *Designated Paid Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be seven and one-half (7½) hours per designated paid holiday for a full-time employee and prorated for a temporary employee.

## **.3 Rest Periods**

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

## **.4 Meal Periods**

- (a) Meal periods shall be scheduled as close as possible to the middle of the scheduled hours of work. The length of the meal period shall be not less than thirty (30) minutes nor more than sixty (60) minutes.
- (b) An employee shall be entitled to take his/her meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked.

## **.5 Flextime**

- (a) For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority 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 on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven and one-half (7½) hours, providing at least seven and one-half (7½) hours are required to complete the averaging period. If less than seven and one-half (7½) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.
- (c) Pursuant to (a) above, employees or groups of employees may be given the authority to work flextime by mutual agreement between the parties.
- (d) The work day for those employees on flextime shall not exceed nine (9) hours.
- (e) Scheduling of flextime off shall be taken at mutually-agreed times.

## **.2 Clean-up Time**

- (a) Employees shall be allowed reasonable time during the shift for clean-up purposes.
- (b) Facilities for such clean-up shall be provided by the Employer subject to the practicability of the particular situation.

## **ARTICLE 2**

### **- SHIFT WORK**

#### **.1 Definition of Shifts and Shift Premiums**

- (a) *Identification of Shifts*
  - (1) *Day Shift* - all hours worked on any shift which starts between 5:00 a.m. and 12:00 noon inclusive;
  - (2) *Afternoon Shift* - all hours worked on any shift which starts between 12:00 noon and 8:00 p.m. inclusive.
- (b) *Shift Premium (Regular Employees)*

Seventy cents (70¢) for afternoon shift.

- (b) *Shift Premium (Temporary Employees - Ellery Street)*

Forty cents (40¢) for afternoon shift.

- (c) *Shift Premium (Temporary Employees - Government Street)*

Forty cents (40¢) for all hours worked.

## **.6 Shift Operations**

Where the hours of operation require employees to be scheduled for shift work, work schedules shall be established outside the standard hours listed in Clause 14.1, shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five (5) days on and two (2) days off or four (4) days on and two (2) days off unless otherwise agreed to by the parties to this Agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the work day will be as required to meet the annual hours outlined in Clause 14.1 of this Agreement.

## **.7 Shift Premium Entitlement**

- (a) Employees working an afternoon shift as identified in Clause 15.1(a)(2) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A temporary employee working less than the normal hours per day of a regular employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m.
- (d) Notwithstanding the above, the premium in Clause 15.1(d) above will apply to all hours worked by temporary employees at the Government Street location.

## **.8 Notice of Work Schedules**

- (a) Work schedules for regular employees shall be posted at least five (5) working days in advance of the starting day of a new schedule.
- (b) In the event that the work schedule or shift for a regular employee or a temporary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of fifty-five cents (55¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.
- (c) In the event that an employee's work schedule or shift is changed without five (5) days' advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed,

except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

### **.9 Short Changeover Premium**

(a) If shifts are scheduled so that there are not sixteen (16) hours between the end of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the sixteen (16) hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the sixteen (16) hour period from the end of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

(c) If, in order to have different days off, an employee exercises seniority rights to work shifts, one of which falls within the sixteen (16) hour period from the end of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

(d) Short Changeover Premium shall not apply to temporary employees scheduled for less than a full work week. For those employees, a minimum of twelve (12) hours must lapse between the end of one shift and the beginning of the next shift.

### **.10 Split Shifts**

There shall be no split shifts.

### **.11 Allocation of Shifts**

Where the parties to this Agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

### **.12 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.

### **.13 Shortfall of Annual Working Hours**

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

## **- OVERTIME**

### **.1 Definitions**

(a) "*Overtime*" - means work performed by a regular 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.
- (e) *"Double time and one-half"* - means two and one-half times the straight-time rate.

## **.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.

## **.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.
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

## **.3 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in 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 for the first two (2) hours of overtime on a regularly scheduled work day; and
  - (2) double time for hours worked in excess of (1);
  - (3) double time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

- (b) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

- (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) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee.
- (e) On separation, employees shall be paid monetary payment for any overtime owing.

#### **.5 Overtime Meal Allowance**

- (a) When an employee is required to work in excess of two and one-half (2½) hours' overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half hour with pay will be given.

The overtime meal allowance shall be eight dollars and seventy cents (\$8.70) for the term of this Agreement.

- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

#### **.6 No Layoff to Compensate for Overtime**

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

#### **.7 Right to Refuse Overtime**

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. Overtime will be offered in seniority order.
- (b) Should there not be sufficient personnel desiring to work overtime, then employees in reverse seniority order will be required to work.

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<sup>1</sup>Sufficient notice means one-half (1/2) hour to permit preparation of the meal normally taken to work.

## **.8 Overtime for Temporary Employees**

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

## **.9 Call-out Provisions**

### *(a) Call-out Compensation*

A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of four (4) hours at overtime rates.

### *(b) Call-out Time Which Abuts the Succeeding Shift*

- (1) If the call-out is for four (4) hours or less, the employee will be required to work the call-out period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight time rate for the regular shift.
- (2) If the call-out is for longer than four (4) hours, the employee will be required to work the call-out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that call-out exceeds four (4) hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall.
- (3) For the purpose of (1) above it is agreed that "*call-out*" means that an employee has been called out without prior notice.

### *(b) Overtime or Call-out Which Does Not Abut the Succeeding Shift*

- (1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift;
- (2) In a call-out situation where at least four (4) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of call-out and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift;
- (3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(c) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

## **.2 Rest Interval After Overtime**

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

## **- PAID HOLIDAYS**

### **.1 Paid Holidays**

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

|                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Easter Monday        | Remembrance Day  |
| Queen's Birthday     | Christmas Day    |
| Canada Day           | Boxing Day       |
| British Columbia Day |                  |

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

### **.2 Holidays Falling on Saturday or Sunday**

(a) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as 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 to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

(b) Where there is a work dependency between employees covered by this Agreement and employees of other organizations, the parties may, by mutual agreement, amend (a) above.

### **.3 Holiday Falling on a Day of Rest**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to Component negotiations.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at double-time rate.

### **.4 Holiday Falling on a Scheduled Work Day**

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half 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 paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**.6 Christmas or New Year's Day Off**

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

**.7 Paid Holiday Pay**

Payment for paid 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) work days preceding a paid holiday, in which case he/she shall receive the higher rate.

- ANNUAL VACATIONS

**.1 Annual Vacation Entitlement**

(a) *Definitions:*

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

*"First vacation year"* - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

| <b>Vacation Years</b>          | <b>Work Days</b> |
|--------------------------------|------------------|
| First to fifth .....           | 15               |
| Sixth .....                    | 16               |
| Seventh.....                   | 17               |
| Eighth .....                   | 21               |
| Ninth.....                     | 22               |
| Tenth.....                     | 23               |
| Eleventh.....                  | 24               |
| Twelfth .....                  | 25               |
| Thirteenth to fifteenth .....  | 26               |
| Sixteenth to eighteenth .....  | 27               |
| Nineteenth .....               | 28               |
| Twentieth and thereafter ..... | 30               |

**.2 Vacation Earnings for Partial Years**

- (a)
- (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each month for which he/she earns ten (10) days' pay.
  - (2) Subject to Clause 18.9, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.
- (b) 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. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

## **.2 Vacation Scheduling**

- (a) With the exception of authorized vacation carry-over under Clause 18.9, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d) Vacation schedules will be circulated and posted by April 1 of each year.
- (e) An employee who does not exercise her seniority rights within one (1) week 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.
- (f) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (g) 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.

## **.3 Prime-Time Vacation Period**

- (a) Subject to the provisions of this Article, it is the intent of the parties that no employee shall be restricted in the time of year she chooses to take his/her vacation entitlement. However, all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period May 1 to September 30, inclusive, which shall be defined as the prime-time vacation period.
- (b) For those employees who have more than four (4) weeks vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime-time period if they so desire.

## **.4 Vacation Preference**

(a) Preference in the selection and allocation of vacation time shall be determined within each work unit on the basis of service seniority. Where an employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Regular vacations shall have priority over carried over vacation time during the prime-time vacation period.

### **.5 Vacation Pay**

(a) Payment for vacations 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 his/her regularly scheduled hours in the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate.

(b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.

(c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period.

### **.6 Approved Leave of Absence With Pay During Vacation**

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 12.4, 19.1, and 19.5 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. 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.

### **.3 Pre-retirement Leave**

(a) An employee scheduled to retire or who has reached the mandatory retiring age, shall be entitled to:

(1) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or

(2) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

(b) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

### **.2 Vacation Carryover**

An employee may carry over up to five (5) days' vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in

Clause 18.2 (a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

#### **.4 Vacation Relief**

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

#### **.5 Call Back From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

#### **.6 Vacation Leave on Retirement**

An employee scheduled to retire or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

#### **.7 Vacation Credits Upon Death**

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

### **- SPECIAL AND OTHER LEAVE**

#### **.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## **.2 Special Leave**

Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay pursuant to Article 24.2.

## **.3 Family Illness**

(a) In the case of illness of a member of the employee's household, and when no one at the employee's home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days accumulated sick leave, or banked flextime, or vacation time, at any one time for this purpose.

(b) If the employee has less than two (2) days in their flextime bank, the employee may run a negative balance in the bank of not more than two (2) days. If such negative balance or any part of it remains at the end of the calendar year, an equivalent amount of time will be deducted from the employee's vacation entitlement.

## **.4 Full-time Union or Public Duties**

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

(a) 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;

## **.5 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.

(c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all moneys 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.

## **.6 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.

### **.7 General Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons orally for withholding approval.

### **.8 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 24.2.

### **.9 Definition of Child**

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

### **.10 Emergency Service Leave**

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

### **.11 Canadian Armed Forces**

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *Without Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;
- (2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

## **ARTICLE 2 - MATERNITY, ADOPTION AND PARENTAL LEAVES**

### **.1 Maternity, Adoption and Parental Leave**

Employees qualify for maternity, adoption or parental leave as follows:

- (b) Upon request, a pregnant employee will be granted maternity leave without pay for a period of not more than six (6) months.
- (c) Upon request, an employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.
- (d)
- (1) Upon request, following the birth or adoption of a child, an employee shall be granted a parental leave without pay for up to fifteen (15) weeks, or a shorter period the employee requests, commencing:
- (i) in the case of a natural mother, immediately following the end of the maternity leave;
- (ii) in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child; and
- (iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes in to the actual care and custody of the mother or father.
- (2) If,
- (i) the newborn child or adopted child will be, or is at least, six (6) months of age at the time the child comes into the actual care and custody of the mother or father; and
- (ii) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition;
- the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under Clause 20.1(c)(1).
- (e) An employee who has taken maternity or adoption leave is also entitled to parental leave.
- (f) The Employer shall maintain coverage for medical, extended health, dental, group life, and long term disability, and shall pay the Employer's share of these premiums while the employee is on maternity, parental or adoption leave.
- (g) The length of maternity, parental and adoption leaves during the first twelve (12) months after hire shall be added to the probationary period.
- (h) Maternity and parental leave for employees in the first six (6) months of their probationary period shall be in accordance with the Employment Standards Act.

### **.12 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

**.13 Benefits on Return to Work**

- (a) On return from maternity, parental or adoption leave, employees shall be placed in their former position or in a position of equal rank and basic pay.
- (b) Notwithstanding Articles 18.1(b) and 18.9, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, parental or adoption leave providing the employee returns to work for a period of not less than six (6) months following the leave. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.9.

**.14 Seniority Rights on Re-employment**

- (a) An employee who returns to work after the expiration of maternity, adoption or parental leave 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 maternity leave.
- (b) An employee shall be deemed to have resigned on the date which his/her maternity, adoption or parental 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.

— **- OCCUPATIONAL HEALTH AND SAFETY**

**.1 Statutory Compliance**

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 Clause.

**.2 Joint Occupational Health and Safety Committees**

A Joint Management Employee Safety Committee will be established.

- (a) The Committee will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (b) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting.

**.3 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

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

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

**.4 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 short term disability leave.

**.5 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. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

**.6 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

**.7 Investigation of Accidents**

Pursuant to Section 6 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

**.8 Occupational First Aid Requirements and Courses**

- (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 Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Effective August 1, 1982, employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Class of certificate which they hold.

|   |                |
|---|----------------|
| Occupational First Aid Certificate, Class A ..... | \$75 per month |
| Occupational First Aid Certificate, Class B ..... | \$60 per month |
| Occupational First Aid Certificate, Class C ..... | \$50 per month |

The allowance shall be prorated for partial months.

**.9 Video Display Terminals**

When employees are required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b) Employees whose prime function is to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.

(c)

(1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.

(2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(b) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(c) The Employer shall ensure that new equipment shall:

- (1) meet radiation emission standards established by the Ministry of Labour; and
- (2) if possible, shall have adjustable keyboards and screens.

The Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication *"Working With Video Display Terminals"* are being met.

### **.10 Supply and Maintenance of Equipment**

A regular employee shall not suffer any loss in salary in the event that he/she cannot carry out his/her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

### **.11 Safe Working Conditions**

The Employer undertakes to maintain office furniture, equipment, company vehicles, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

### **.12 Working Alone**

The Employer agrees that no employee shall be required to work alone except during breaks after the hours of 6:00 p.m.

–

**- TECHNOLOGICAL CHANGE**

The procedures to be followed by the Employer and the Union concerning technological change shall be as specified in Appendix 3.

–

**- CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of regular employees.

–

**- HEALTH AND WELFARE**

**.1 Description of Benefits**

Appendix 1 contains details of Basic Medical Insurance, Short & Long Term Disability Plans, Extended Health Care Plan, Dental Plan, Group Life Insurance and Accidental Death and Dismemberment Plans.

**.2 Accumulated Sick Time**

Employees are eligible for a total of six (6) days per year to be accumulated at the rate of one-half (½) day per month, when at least ten (10) days pay at straight-time rates has been received for each month. Unused sick days at the end of the year will be added at the end of the following year's vacation.

**.3 Unemployment Insurance**

Unemployment insurance coverage will be provided during the life of this Agreement for regular and temporary employees who would be eligible for such coverage under the provisions of the Unemployment Insurance Act.

**.4 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 1.

**.5 Legislative Changes**

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

**.6 Health and Welfare Plans**

A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

## **.7 Pension Plan**

Eligible employees of all classifications may participate in the Jim Pattison Group Retirement Plan.

### **- 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 biweekly. Paydays will be every other Friday, all wages earned by such employees to a day not more than seven (7) days prior to date of payment.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the pay cheque for each pay period in the system implemented pursuant to (a) above.
- (c) When a payday falls on an employee's rest day the Employer shall issue the pay cheque on the last shift worked prior to the payday, provided the cheque is available.
- (d) Pay cheques shall be made available to an employee by noon on payday.
- (e) If the pay cheque is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her salary.

#### **.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 25.7 and Appendix 3 - Rates of Pay.
- (b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.
- (c) The rates of pay are recorded in Appendix 3.

#### **.4 Substitution Pay**

- (a) When an employee temporarily substitutes in, or performs the principal duties of a higher-paying position, he/she shall receive the twelve (12) month rate for the job. Employees on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Payment for leave under Articles 20.1 and 20.2 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 his/her regularly scheduled hours in the sixty (60) days preceding his/her leave, in which case he/she shall receive the higher rate.

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.

### **.5 Rate of Pay on Reclassification or Promotion**

When an employee is reclassified to a higher-paying position in the salary schedule, the employee will receive the start rate for the position provided that the start rate is a higher rate of pay. If the start rate of the new position is not higher than the rate previously paid, the first higher rate in the new position classification grid shall be paid.

### **.6 Pay on Temporary Assignment**

A regular 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 Downward Reclassification of Position**

- (a) 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.
- (b) Any employee whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

### **.8 Vehicle**

Employees shall not be required to use personal cars on company business.

### **.9 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 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation or paid the current company mileage rate for use of their personal vehicles to and from work.

### **.10 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized for cash errors. Cashiers who do make excessive or too frequent cash errors shall be:

- (a) provided with further training as a cashier; or  
(b) provided retraining with a view to placement in a more suitable position; or  
(c) liable for disciplinary action provided there was no success in (a) or (b).

### **.2 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

### **.11 Retirement Allowance**

Upon retirement from service, an employee who has completed twenty (20) years of continuous service is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional one (1) week.

### **.12 Salary Rate Upon Employment**

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

### **.13 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the twelve (12) month rate for the position.

### **.14 Hourly, Daily and Partial Month Calculations**

#### *(a) Hourly Rated Employees*

The rate of pay for employees that are normally paid by the hour shall be calculated by dividing the monthly salary by 162.50.

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate.

#### *(b) Salary Rated Employees (Partial Monthly Pay)*

The formula for paying a partial month's salary to employees paid on a monthly basis is:

Adjusted monthly:

Install Equation Editor and double-click here to view equation.

### **.15 Payment of Wages and Allowances**

#### *(a) Travel Allowances*

Employees will be paid at the following rates for expenses while on travel status:

|           |              |
|-----------|--------------|
| Breakfast | \$ 7.50      |
| Lunch     | 9.00         |
| Dinner    | <u>16.00</u> |
|           | \$ 32.50     |

Employees travelling in the United States will be paid in U.S. funds, or in Canadian funds at the current exchange rate.

Employees using their personal vehicle on company business will be paid at the rate of thirty-four cents (34¢) per kilometre.

## - CLASSIFICATION AND RECLASSIFICATION

### .1 Job Descriptions

- (a) The Employer agrees to supply the President of the Union or his/her designate with current job descriptions for those positions in the bargaining unit.
- (b) Copies of bargaining unit job descriptions, and those for any new or substantially altered positions (which shall be so marked) will be kept in a universally accessible binder in the headquarters' general office.
- (c) All employees will be given a copy of their current job description when they commence employment.

### .2 Job Evaluation Plan

The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

### .3 Job Descriptions and Salary Assignments

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) When a new or substantially altered position covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (d) If the parties are unable to agree on the rate of pay for the new or substantially altered position within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (e) The Union may then refer the matter within thirty (30) days to the special arbitrator agreed by the parties who shall determine the new rate of pay.
- (f) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

### .4 Elimination of Present Classification

- (a) No existing classification shall be eliminated without prior consultation with the Union.
- (b) Consultation will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.

- **TEMPORARY EMPLOYEES**

**.1 Temporary Employees**

Temporary employees consist of two (2) types, as defined in this Agreement; seasonal employees and casual employees. Where a seasonal or casual employee works full-time for more than nine hundred and seventy-five (975) hours of continuous service, she/he shall become a Regular Employee and shall be credited with all seniority previously acquired, except as provided for in Article 27.3. All employees classed as Regular on March 31, 1991 will maintain their status as such, notwithstanding this clause.

**.2 Seniority**

(a)

(1) For the purpose of layoff and recall, a temporary employee who has worked in excess of thirty (30) days shall accumulate service and classification seniority on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu in accordance with Clause 27.7;
- (iii) annual vacation in accordance with Clause 27.8;

(2) The total hours above shall be converted to a seven and one-half hour shift to establish seniority.

(3) Upon completing thirty (30) work days [seven and one-half (7½) hour shifts], a temporary employee's seniority shall include the accumulated thirty (30) work days.

(b) For the purpose of layoff and recall, temporary employees who have qualified for benefits under Clause 27.1 and who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.

(c) A current work unit service seniority list shall be posted quarterly.

**.2 Loss of Seniority**

A temporary employee will lose his/her service and classification seniority when:

- (b) he/she is terminated for just cause;
- (c) he/she voluntarily terminates or abandons his/her position;
- (d) he/she is on layoff for more than five (5) months;
- (e) he/she is unavailable for, or declines, two (2) offers, on separate days, of re-employment in which the duration and nature of work is reasonably similar to that which he/she carried out prior to layoff.

**.3 Layoff and Recall**

(a) Layoff of temporary employees shall be by classification in reverse order of service seniority.

(b) Temporary employees on layoff shall be recalled in order of service seniority and provided the temporary employee is qualified to carry out the work which is available. Temporary employees wishing to expand their qualifications may apply for training pursuant to Article 12.7.

(c) Notwithstanding (a) above, temporary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

(d) Temporary employees hired for special projects, as mutually agreed to between the Employer and the Union, shall be considered terminated for cause in accordance with Clause 27.3(a) upon completion of their project or program.

#### **.4 Application of Agreement**

(a) Except as otherwise noted in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, and 24 do not apply to temporary employees. The provisions of other Articles apply to temporary employees, except as otherwise indicated.

(b) Time spent at court by a temporary employee in his/her official capacity shall be at his/her regular rate of pay.

(c) Court actions arising from employment which require a temporary employee's attendance at court shall be with pay.

(d) Any temporary employee who is 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.

#### **.5 Health and Welfare**

In lieu of health and welfare benefits, casual employees shall receive compensation of forty cents (40¢) per working hour, per regular hours only.

#### **.6 Designated Paid Holidays**

(a) Temporary employees who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday. This clause shall not apply to employees who have been terminated.

(b) A temporary employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

#### **.7 Annual Vacations**

(a) Temporary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Temporary employees shall receive their earned vacation pay upon termination, and/or at the end of each calendar year, unless they opt for payment as provided for in 27.8(b).

(b) Temporary employees, after six (6) months from their original date of hire, may elect to take annual vacation leave of up to ten (10) days, equivalent to their vacation pay earned to date. A

temporary employee seeking such leave shall make application, in writing, a minimum of seven days prior to the requested leave.

(c) The granting and scheduling of any such leave shall be subject to operational requirements, the vacation schedules of regular employees, and provided there is no increased cost to the Employer.

- GENERAL CONDITIONS

**.1 Indemnity**

(a) *Civil Action*

Except where a joint Union-Employer Committee considers that 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. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions*

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

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

**.2 Political**

(a) *Municipal and School Board Offices*

- (1) Employees may seek election to Municipal and School Board Offices, provided that:
  - (i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a Beautiful B.C. Magazine employee;
  - (ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the Beautiful B.C. Magazine position.

### **.3 Copies of Agreements**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to employees.
- (b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
Beautiful B.C. Magazine  
and  
B.C. Government and Service Employees' Union (BCGEU)  
Effective from April 1, 1996 to March 31, 2000

### **.2 Damage to Personal Property**

Where an employee's personal property, excluding private automobiles, utilized in the performance of his/her duties is damaged by a client, patient, or resident while the employee is carrying out his/her duties, and the damages are not covered by Workers' Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement.

### **.3 Personal Duties**

- (a) It is understood by both parties that work not related to the business of the Beautiful B.C. Magazine should not be performed on the Employer's time.
- (b) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.
- (c) Where an employee directly involved, feels a problem exists in this area, the Union or Employer may take the matter to grievance.

### **.4 Copyrights**

- (a)
  - (1) The Employer and the Union agree that original Articles, technical papers, information reports and/or instructional notes prepared by the employee in the course of his/her duties for the Employer, shall be retained by the Employer.

(2) The Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.

(b) The Employer agrees that an employee may prepare Articles, technical papers and/or instructional notes on his/her own time, and copyright for such material shall be vested in the employee.

(c) Confidential information shall not be disclosed without written permission of the publisher.

## **.2 Oaths and Medical Examination**

When the Employer requires employees to take oaths, or undergo medical examinations or X-rays as required for employment, the Employer shall grant the necessary time off.

### **- CLOTHING**

#### **.1 Protective Clothing**

(a) The Employer shall provide adequate protective clothing where the need arises.

(1) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation. One pair of steel toed boots or shoes per year will also be provided where required by WCB regulations.

#### **.2 Maintenance of Clothing**

It shall be the Employer's responsibility to ensure that uniforms and clothing issued are properly cleaned, maintained and repaired. The Employer shall bear all costs of such cleaning, maintenance and repairs.

#### **.2 Union Label**

Upon depletion of existing stocks, all uniforms and clothing issued by the Employer may bear a recognized Union label.

### **- TERM OF AGREEMENT**

#### **.1 Duration**

This Agreement shall be binding and remain in effect to midnight March 31, 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 January 1, 2000, but in any event not later than midnight, January 31, 2000.

(b) Where no notice is given by either party prior to January 31, 2000, both parties shall be deemed to have given notice under this clause on January 31, 2000, and thereupon Clause 30.3 applies.

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

**.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 30.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**.4 Change 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 Agreement to Continue in Force**

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

**.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John Shields, President

\_\_\_\_\_  
Maureen Gans  
Controller and Director of Operations

\_\_\_\_\_  
Linda Poon, Bargaining Committee

\_\_\_\_\_  
Heather Kochems  
Operations and Personnel Manager

\_\_\_\_\_  
Evelyn Foster, Bargaining Committee

\_\_\_\_\_  
Tony Owen  
Director, Publishing and Manufacturing

\_\_\_\_\_  
Harvey Hendrickson, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

## APPENDIX 1

### GROUP INSURANCE BENEFITS

#### **Eligibility:**

All REGULAR EMPLOYEES are eligible for the Group Insurance Benefits described.

1. *Provincial Medical Plan:* on the first of the month following attainment of regular status (i.e., the completion of nine hundred and seventy-five (975) hours of continuous service), if you have met provincial residency provisions. This is a taxable benefit to the employee.
2. *All Other Coverage in the Group Insurance Benefits Program:* on the first of the month following the attainment of regular status (i.e., the completion of nine hundred and seventy-five (975) hours of continuous service).

If you are disabled and not available for work on the date your benefits would normally become effective, they will commence on your return to work on a regular basis.

If an employee does not enrol within thirty (30) days after becoming eligible, the insurer has the right to ask for evidence of good health.

Dependents of eligible employees become eligible on the same date as the employee. Any additional dependents become eligible on the first day of the month following marriage or acquisition of dependents, and provided application to insure such dependents is made within thirty-one (31) days, no evidence of health is required.

Any mentally retarded or physically handicapped child may remain insured past the maximum age provided the child is incapable of self-sustaining employment and is wholly dependent on you for support and maintenance.

#### **Report of Changes:**

To record a change of beneficiary, or a change of name, or the number of dependents, it is the employee's responsibility to notify the Plan Administrator of such changes, and complete the appropriate forms.

#### **Termination of Employment:**

All coverage except life insurance under this plan will cease at the termination of your employment. Life insurance coverage continues for the thirty-one (31) day period following the date of termination.

#### **Salary or Earnings:**

For the purpose of the plan, "*earnings*" shall be the regular basic salary or earnings, excluding overtime.

#### **Cost Sharing:**

The cost of all plans excepting Voluntary Group Term Life and Optional Accidental Death and Dismemberment is paid for totally by the Employer. Voluntary Group Term Life and Optional Accidental Death and Dismemberment premiums are paid for entirely by the employee who requests the optional coverage.

**Plan Conditions:**

The purpose of this booklet is to give you a brief description of the plan and its benefits in general terms. It is not considered a contract. The exact terms and conditions of the plan are set forth in the Group Master Policies issued by the Insurance Companies.

**Claims Procedure:**

Dental Claims--as arranged with your dentist.

All Other Benefits--to obtain claim forms, please contact the Plan Administrator.

**SHORT TERM DISABILITY PLAN**

If you are disabled as a result of an illness, benefits will commence on the fourth day of such illness and will be paid for as long as fifteen (15) weeks.

If you are disabled as a result of a non-occupational accident, benefits will commence on the first day and be payable for as long as fifteen (15) weeks.

The benefits will be sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of your weekly earnings to the Unemployment Insurance Commission maximum level of insurable earnings.

The maximum benefit in 1987 is three hundred fifty-three dollars (\$353) per week.

Benefits will be reduced by any amounts received from any government plan.

**LONG TERM DISABILITY INSURANCE****Benefit Payable:**

After one hundred and four (104) days' absence due to illness or injury, should an employee remain disabled, she or he will receive an income from this plan equal to sixty percent (60%) of your earnings at the time of becoming disabled, to a maximum benefit of twenty-five hundred dollars (\$2500) per month.

**Benefit Payment Period:**

An employee will be eligible for a first income payment from the plan after having been totally disabled throughout the qualifying period of one hundred and four (104) days. Payments will be made at the end of each calendar month.

If after a period of disability during which benefits are received from this plan, an employee returns to work on a full-time and full-pay basis and then again becomes totally disabled, by the same cause, within six (6) months of returning to work, the later period of disability will be considered as a continuation of the previous period of disability.

If, however, a subsequent disability occurs which is unrelated to the previous disability a new period of disability will be established requiring a one hundred and four (104) day qualifying period.

The benefit is payable each month for as long as total disability lasts, but not beyond age sixty-five (65).

If this insurance terminates -- for any reason -- while an employee is totally disabled, eligibility for income benefits will continue.

**Definition of Total Disability:**

During the first two (2) years of benefit payments, total disability is defined as an employee's inability, because of sickness or bodily injury which requires the regular and personal attendance of a physician, to perform the duties of his/her occupation. After having received benefits for two (2) years a total disability is defined as the inability to perform any duties of any occupation for which an employee is reasonably qualified by education, training or experience.

Proof that an employee continues to be totally disabled will be required at reasonable intervals by the Insurance Company. If an employee fails to furnish such proof, or if an employee refuses to be examined by a physician, an employee will no longer be considered to be totally disabled.

**Exclusions:**

The Long Term Disability Benefit is not payable for any disability or loss resulting directly or indirectly:

- (a) while an employee is on or could be placed on pregnancy/maternity leave, or in accordance with the Employment Standards Act 1974, Ontario or any other relevant provincial statutes; or from
- (b) self-inflicted sickness or injury while sane or insane;
- (c) war or hostilities of any kind;
- (d) cosmetic medical or surgical care unless necessitated by an accidental bodily injury which occurs while insured.

Benefits will be reduced by the amount initially received from any government plan, WCB, Canada Pension, etc., excluding the amounts received on behalf of dependents from any such plan.

**EXTENDED HEALTH CARE INSURANCE**

**Extended Health Benefits:**

Your Extended Health Care Benefits Plan is designed to assist you in paying for services and supplies not covered under your Provincial Medical or Hospital Plan. Eligible dependents: spouse; unmarried children under age twenty-two (22); unmarried children under age twenty-five (25) who are attending a recognized school or college.

**Benefits:**

Reasonable and customary charges for the following services or supplies are covered:

1. Drugs and medicines when prescribed by the attending physician and surgeon.

2. Treatment by licensed Chiropractor, Physiotherapist, Speech Therapist, Masseurs, Psychologist, Podiatrist, Osteopath, or Naturopath -- maximum aggregate amount of five hundred dollars (\$500) per family per year.
3. Fees of private duty nurses registered with a "*Registered Nurses' Association*" when ordered by the attending physician and surgeon in the management of an acutely ill patient.
4. Charges for oxygen, blood, blood plasma, prosthetic appliances (artificial limbs, eyes), crutches, splints, casts, trusses, braces or hairpieces when ordered by the attending physician and surgeon.
5. Reimbursement will be made on the basis of the monthly rental fee but will in no case exceed the total purchase price of a wheel chair, hospital-type bed, iron lung or necessary equipment for therapeutic treatment when ordered by the attending physician and surgeon.
6. Ambulance service in an emergency, including emergency transportation by railroad, boat or scheduled airline to and from the nearest hospital where adequate facilities are available. In an acute emergency, the expense of an air ambulance is also covered.
7. Dental services required as the result of an injury or accident to natural teeth provided treatment is performed within fifty-two (52) weeks of the accident (except expenses for which a Provincial Medical or Hospital plan is liable).
8. Hospital charges for outpatient emergency ward and short stay facilities.
9. Orthopaedic shoes when prescribed by an Orthopaedic Surgeon, for the proper management of unusual, congenital, or post-traumatic foot problems.
10. Charges for X-ray therapy, radium, or other radio-active isotope therapy.
11. Vision Care: Up to two hundred dollars (\$200) per individual per twenty-four (24) month period.

**Hospital Room Accommodation in Province:**

If you or your dependents are confined as a patient in an acute General Hospital in your province of residence and actually occupy semi-private or private accommodation and are under the active treatment and care of a physician or surgeon because of any condition or injury other than where hospital services are available to you or your dependents under any Workers' Compensation Act or by virtue of any statute or which, may be obtained by you or your dependents from any government authority, the Insurer will reimburse you the additional charge over and above the normal daily hospital charge for standard ward accommodation, for such semi-private or private accommodation as the case may be, including the hospital co-insurance.

Room differential for semi-private or private room accommodation in extended care units of acute general hospitals is an eligible expense.

**Out of Province Benefits:**

In an emergency, while travelling or on vacation, outside the province of residence the following benefits will be provided. Benefits will be payable at one hundred percent (100%) of the appropriate schedule after the required deductible has been satisfied.

In the case of an emergency, should the protected person or dependents be confined as a patient in an acute general hospital outside the province of residence, the hospital room charge over and above that covered by any other underwriter will be covered.

In an emergency, services and/or supplies as become necessary outside the province of residence on the same basis as they would be entitled to coverage in the province of residence.

Reasonable charges for physicians and surgeons in any emergency over and above the amount allowed under the regulations of the applicable Medical Services Act of the province of residence.

### **How Payments Are Made:**

The Insurer will reimburse one hundred percent (100%) of all eligible expenses in excess of an overall twenty-five dollars (\$25) deductible per person or family each calendar year.

### **The Plan Does Not Cover:**

1. Any expenses for which a federal, provincial or municipal government plan would provide for.
2. Dental treatment except as outlined in this pamphlet.
3. Hearing aids except as expressly provided in the policy, or examinations for the prescription or fitting thereof; dentures (except as expressly provided), drugs and medicines registered under the Proprietary or Patent Medicines Act, public ward accommodation, rest cures, travel for health or health examinations of any kind.
4. Illness or accident provided for by the Workers' Compensation Act or any Government Authority.
5. Expenses related to or as a result of war, riot or insurrection.
6. Expenses of a hospitalized patient at the time of enrolment.
7. Services or supplies where it is established that a third party is liable at law.

### **How to Submit a Claim:**

1. When you or a member of your family has accumulated more than the deductible in eligible expenses, obtain a claim form from your claim centre.
2. Complete claim form and return to the claim centre along with your receipts. The receipts should give sufficient information to identify the member of the family, date on which expense incurred and services provided.

The receipts will be returned to you as soon as the claim has been processed.

***NOTE:** Claims should be submitted as soon as you have accumulated eligible receipts in excess of the required deductible and reasonable reimbursement is due and further claims forwarded approximately every ninety (90) days. No action may be brought against the Insurer for any claim unless presented within one (1) year from the date the liability for the eligible expenses were incurred.*

**Example of an EHB Claim:***Expenses:*

|                                    |          |
|------------------------------------|----------|
| Prescription Drugs .....           | \$ 80.00 |
| Ambulance .....                    | 25.00    |
| Registered Nurse .....             | 105.00   |
| Total eligible expenses .....      | 210.00   |
| Deductible .....                   | 25.00    |
| Balance .....                      | 185.00   |
| 100% reimbursement to member ..... | 185.00   |

The definitions of dependents, eligibility and termination are subject to the conditions as outlined in the Master Policy issued by the Insurer to the Employer.

All provisions of the Plan are subject to the terms and conditions of the Contract issued by the Insurer to the Employer.

**DENTAL CARE INSURANCE****Payment of Benefits:**

On behalf of each covered individual of your family, the Plan pays:

- 100% of costs of routine dental care
- 50% of major restorative services
- 50% of orthodontia services

**Lifetime:**

The lifetime maximum benefit per individual is two thousand dollars (\$2000) Orthodontia services.

**Eligibility:**

For the purposes of this benefit, eligible dependents are defined as the employee's spouse and children who are:

- (a) unmarried and fully dependent, under age twenty-one (21);
- (b) natural children, step-children, legally adopted or foster children;
- (c) unmarried children over age twenty-one (21) who are attending a recognized school or college.

**Eligible Expenses:**

Eligible expenses for this benefit are expenses for dental treatment recommended as necessary by a physician or dentist that are not in excess of the minimum fee specified for general practitioners in the dental fee schedule of the province in which the employee resides. Minimum fees for specialists will be considered if the patient was referred by a physician or another dentist. In the case of denturists, dental expense means expense for dental treatment recommended as necessary by a physician or dentist that are not in excess of the minimum fee specified in the denturist fee schedule of the province in which the employee resides.

Only those treatments listed under each type of treatment are eligible.

**Pre-determination of Benefits:**

To avoid any possible disappointment, it is recommended that when estimated dental expenses in connection with a proposed course of treatment recommended by a dentist are large, the proposed course of treatment and the estimate of expense charges should be submitted on a form acceptable to the Insurer for pre-determination of the amount of benefit payable, if any, prior to the commencement of such course of treatment.

**Costs of Routine Dental Care:**

- (a) Oral examination, once every six (6) months.
- (b) Prophylaxis (cleaning and scaling of teeth) once every six (6) months. This treatment is eligible if performed by a dentist, or a dental hygienist under the direct supervision of a dentist.
- (c) Topical application of an anti-cariogenic agent, once every six (6) months. This treatment is eligible if performed by a dentist, or a dental hygienist under the direct supervision of a dentist.
- (d) Full mouth series of X-rays, once every thirty-six (36) months.
- (e) Extractions and simple alveolectomy at time of tooth extraction.
- (f) Surgical extraction of impacted teeth.
- (g) Amalgam, silicate, acrylic, and composite fillings.
- (h) Provision of space maintainers for missing primary teeth and provision of habit breaking appliances.
- (i) Endodontics treatment, including root canal therapy.
- (j) Treatment of periodontal and other diseases of the gums and tissues of the mouth.
- (k) Repairs or relines of fixed or removable prosthetics.
- (l) Stainless steel crowns.
- (m) Gold inlays or onlays where necessary.

**Major Restorative Services:**

- (a) Crowns and bridges once every five (5) years.
- (b) Partial or complete dentures once every five (5) years.

**Orthodontia Services:**

All necessary dental treatment which has as its objective the correction of malocclusion of the teeth.

**Accidents at Work:**

The dental benefit provides coverage off the job and for any occupational sickness or accidents not normally covered by Workers' Compensation.

**Termination of Insurance:**

Your insurance terminates when you terminate your employment.

No benefits are payable for expenses incurred after your insurance terminates, even if a treatment plan has already been filed and benefits have been determined by the underwriter.

However, where an impression for a denture was taken before your insurance terminated and the denture is installed after your insurance terminates, dental expenses in connection with this procedure and incurred within thirty (30) days after the termination of insurance are eligible.

**Exclusions:**

The plan does not cover:

- (a) The replacement of lost or stolen appliances;
- (b) Procedures for which care is provided without fee or at nominal cost by a tax supported agency or any third party liable to provide the necessary dental care;
- (c) Procedures for purely cosmetic reasons;
- (d) Procedures which were begun before the effective date of coverage;
- (e) Charges for broken appointments, oral hygiene or nutritional instructions;
- (f) Drugs, general anaesthetics or laboratory tests.

**Taxability of Benefits:**

Neither benefit payment nor premium paid by your company is considered taxable income to you, under current income tax rules.

**GROUP LIFE INSURANCE****Benefits Payable:**

Two (2) times annual 'earnings' rounded to the next higher one thousand dollars (\$1000) to a maximum coverage of one hundred and fifty-thousand dollars (\$150,000).

If you continue to work after you are sixty-five (65), your life insurance reduces to fifty percent (50%) of the amount indicated in the above schedule of benefits.

The Life Insurance Benefit is payable in the event of your death from any cause at any time or place, while you are insured. Payment will be made to your designated beneficiary, or your estate, in a lump sum or other settlement option. The beneficiary may be changed in accordance with provisions of provincial laws.

**Life Insurance Conversion Privilege:**

During the thirty-one (31) days following termination of your employment, if you are not yet sixty-five (65) years of age, you may change your Group Life Insurance, without a medical examination, to one of a number of regular life or endowment plans available from the underwriter. The policy will be effective from the date of application for conversion provided the first premium on the converted policy has been paid in full.

If you die during this thirty-one (31) day period, your Group Life Insurance will be paid whether or not you have applied for an individual policy.

**Waiver of Life Insurance Premium:**

If you become totally disabled before you reach age sixty-five (65) and the disability has continued for at least six (6) months and up to the date you submit proof of such disability, your Group Life Insurance can be continued at no cost to you while you remain disabled. You must furnish proof of disability, as noted above, and annually as required thereafter.

If you are still disabled when you reach age sixty-five (65), your insurance will be reduced to fifty percent (50%) as if you were not totally and permanently disabled.

**Taxability of Benefits:**

The premium paid on life insurance over twenty-thousand dollars (\$20,000) is a taxable benefit.

**VOLUNTARY GROUP TERM LIFE INSURANCE****Benefits Payable:**

This insurance is over and above the above-mentioned life insurance and is completely voluntary. Coverage is available in units of twenty-five thousand dollars (\$25,000) to an overall maximum of two hundred and fifty thousand dollars (\$250,000) for employees and one hundred thousand (\$100,000) for spouses.

**Premium:**

The premium rates are prepared on a male/female and smoker/non-smoker basis, the full cost of which is to be borne by the employee.

**Dismemberment Provision:**

If sickness or accidental injury results in any of the following losses within three hundred and sixty-five (365) days after date of accident or illness, twenty percent (20%) of the amount of voluntary group term life insurance benefit to a maximum of twenty thousand dollars (\$20,000) will be paid to the insured:

- Loss of One Leg
- Loss of One Foot

- Loss of One Arm
- Loss of One Hand
- Loss of Hearing in One Ear
- Loss of Entire Sight in One Eye

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **Benefits Payable:**

#### **Accidental Death & Dismemberment:**

Two times (2x) annual 'earnings' rounded to the next higher one thousand dollars (\$1,000) to a maximum of one hundred and fifty thousand dollars (\$150,000).

This plan offers full twenty-four (24) hour, three hundred and sixty-five (365) day-a-year protection in the event of accidents anywhere in the world, whether you are on business, pleasure, vacations, at home, on or off the job.

#### **Payment of AD&D Benefits:**

The Accidental Death and Dismemberment Benefit is payable for losses within three hundred and sixty-five (365) days from the date of accident. A lump sum up to twice your annual earnings to a maximum of one hundred and fifty thousand dollars (\$150,000) may be payable depending on the extent of your loss.

#### **Exclusions:**

Only one benefit, the largest to which you are entitled is payable for all losses resulting from one accident.

No benefit is payable in respect of bodily injuries or death:

- (a) arising from war or hostilities of any kind;
- (b) sickness, disease or infection;
- (c) suicide or self-inflicted injuries, while sane or insane.

Please refer to the Optional Accidental Death & Dismemberment insert for further coverage available.

#### **Claims Procedure:**

Please note that written proof of loss, in the case of Accidental Death and Dismemberment coverage, is required within ninety (90) days of the date of such loss.

#### **Taxability of Benefits:**

The lump sum benefit payable in the event of death or dismemberment is not considered as taxable income.

## **OPTIONAL GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **Benefits Payable:**

Since each employee's need for insurance of this type varies according to personal circumstances, the plan is completely voluntary and offers a wide selection of insurance amounts from twenty-five thousand dollars (\$25,000) to two hundred and fifty thousand dollars (\$250,000) in addition to that provided under the Basic Accidental Death and Dismemberment protection explained above.

This plan offers full twenty-four (24) hour, three hundred and sixty-five (365) day-a-year protection in the event of accidents anywhere in the world, whether you are on business, pleasure, vacations, at home, on or off the job, flying (as a passenger only) in commercial aircraft, and transport planes operated by the Military Airlife Command or similar service by another recognized country.

**Benefits:**

If injuries result in death or dismemberment within one (1) year after the date of accident, the plan may pay an additional amount, depending on the coverage obtained.

Employees may also purchase additional coverage for their spouse or dependent children, expressed in a percentage of the employee's additional coverage.

**Exclusions:**

No benefit is payable in respect of bodily injuries or death:

- (a) arising from war or hostilities or any kind;
- (b) sickness, disease or infection;
- (c) suicide or self-inflicted injuries, while sane or insane;
- (d) while a pilot or member of an aircraft crew.

**Continuance of Protection:**

As long as your premium is paid, you will be protected until:

- (a) you attain age sixty-five (65);
- (b) you cease to be an employee of the company; or
- (c) the Master Contract is no longer in force.

**Rehabilitation Benefit:**

If injury caused by an accident requires that the Insured undergo special training in order to engage in a new occupation, up to twenty five hundred dollars (\$2,500) will be paid for expenses incurred for such training.

**Occupational Training Benefit:**

If injury results in loss of life of the Insured and the spouse is insured hereunder, the actual educational expense incurred for retraining to allow such spouse to pursue a gainful occupation, if not previously gainfully employed on a full-time basis, will be reimbursed up to a maximum of twenty-five hundred dollars (\$2,500).

**Repatriation Benefit:**

If injury results in loss of life within three hundred and sixty-five (365) days of date of the accident, the actual expense incurred for preparing the deceased for burial or cremation and shipment of the body to the city of residence of the deceased will be reimbursed to a maximum of twenty-five hundred dollars (\$2500).

**Premium Waiver:**

If an employee becomes totally disabled prior to his sixty-fifth (65th) birthday, all premiums for the employee and his family, falling due after six (6) months continuous disability, will be waived while disability continues until such time as insurance would normally terminate.

**Claims Procedure:**

Please note that written proof of loss, in the case of Voluntary Accidental Death and Dismemberment coverage, is required within ninety (90) days after the date of such loss.

**Taxability of Benefits:**

Benefits received under the Dismemberment portion of this coverage are not taxable income to you. In the event of your accidental death, the benefit payable would not be taxable as income.

The full cost of this optional additional coverage is to be borne by the employee.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John Shields, President

\_\_\_\_\_  
Maureen Gans  
Controller and Director of Operations

\_\_\_\_\_  
Linda Poon, Bargaining Committee

\_\_\_\_\_  
Heather Kochems  
Operations and Personnel Manager

\_\_\_\_\_  
Evelyn Foster, Bargaining Committee

\_\_\_\_\_  
Tony Owen  
Director, Publishing and Manufacturing

\_\_\_\_\_  
Harvey Hendrickson, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**APPENDIX 2****EXPEDITED ARBITRATION**

The parties shall forthwith implement the following expedited arbitration procedure collateral to that procedure set out in Article 9 of the Master Agreement. This expedited procedure shall continue in full force and effect until the end of the Collective Agreement. In the meantime, the parties shall undertake a general study of expedited arbitration procedures through a joint committee composed of an equal number of representatives of each party. If no other system of expedited arbitration or no modification of the herein procedure is agreed by the parties by that date, then this expedited procedure shall be incorporated with prospective effect into Article 9 of the Master Agreement.

1. The parties shall meet every four (4) months or as often as required to review outstanding grievances filed with the Labour Relations Board to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (a) dismissals;
- (b) rejection on probation;
- (c) suspensions in excess of ten (10) work days;
- (d) policy grievances;
- (e) grievances requiring substantial interpretation of a provision of the Master or a Component Agreement;
- (f) grievances relating to Article 14 of the Master Agreement;
- (g) grievances requiring presentation of extrinsic evidence;
- (h) grievances where a party intends to raise a preliminary objection;
- (i) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

2. The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
3. The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
4. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
5. All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
6. A grievance determined by either party to fall within one of the categories listed in (1) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.2.
7. The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

8. The first meeting pursuant to (1) above shall occur within two (2) months of signing of this Agreement.

### APPENDIX 3

#### TECHNOLOGICAL CHANGE

1. Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.
2. The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.
3. In light of this mutual recognition the parties have agreed to the following:
  - (a) For the purpose of technological change the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
  - (b) Upon receipt of a notice of technological change established under Article 7.5, the Joint Consultation Committee shall meet to consult on the impact of the proposed change.
  - (c) The written notice identified above will provide the following information:
    - (i) the nature of the change(s);
    - (ii) the anticipated date(s) on which the Employer plans to effect change(s);
    - (iii) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
  - (d) Where notice of technological change has been given pursuant to Appendix 3:
    - (i) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization if necessary. Employees involved in training under this Clause shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered vacancy options as per Article 13, or severance pay.
    - (ii) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees to the extent that turnover occurs during the period in which a technological change is being implemented.
    - (iii) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13.

For purposes of this Appendix, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

#### **Introduction of Technological Change**

Where the Employer introduces or intends to introduce a technological change that:

(a) affects the terms, conditions or security of employment of a significant number of employees to whom the Collective Agreement applies; and

(b) alters significantly the basis on which a Collective Agreement was negotiated,

either party may refer the matter to an arbitrator under the Collective Agreement, for a binding decision.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John Shields, President

\_\_\_\_\_  
Maureen Gans  
Controller and Director of Operations

\_\_\_\_\_  
Linda Poon, Bargaining Committee

\_\_\_\_\_  
Heather Kochems  
Operations and Personnel Manager

\_\_\_\_\_  
Evelyn Foster, Bargaining Committee

\_\_\_\_\_  
Tony Owen  
Director, Publishing and Manufacturing

\_\_\_\_\_  
Harvey Hendrickson, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**APPENDIX 4  
RATES OF PAY**

| Pay Grade | Classification                                 | Effective April 1/96 | Effective April 1/97 | Effective April 1/98 | Effective April 1/99 |       |
|-----------|--|----------------------|----------------------|----------------------|----------------------|-------|
| 1         | Temporary Sales Assistant                      | <i>Start:</i>        | 7.47                 | 7.47                 | 7.47                 | 7.47  |
|           |  | <i>6 Mos:</i>        | 7.54                 | 7.54                 | 7.54                 | 7.54  |
|           |  | <i>12 Mos:</i>       | 7.68                 | 7.76                 | 7.84                 | 7.92  |
|           |  | <i>24 Mos:</i>       | 7.89                 | 8.05                 | 8.21                 | 8.37  |
| 2         | Regular Sales Assistant                        | <i>Start:</i>        | 8.28                 | 8.28                 | 8.28                 | 8.28  |
|           |  | <i>6 Mos:</i>        | 8.36                 | 8.36                 | 8.36                 | 8.36  |
|           |  | <i>12 Mos:</i>       | 8.55                 | 8.64                 | 8.73                 | 8.82  |
|           |  | <i>24 Mos:</i>       | 8.79                 | 8.97                 | 9.15                 | 9.33  |
| 3         | Casual Warehouse,<br>Casual General Office     | <i>Start:</i>        | 10.53                | 10.53                | 10.53                | 10.53 |
|           |  | <i>6 Mos:</i>        | 10.64                | 10.64                | 10.64                | 10.64 |
|           |  | <i>12 Mos:</i>       | 10.82                | 10.93                | 11.04                | 11.15 |
|           |  | <i>24 Mos:</i>       | 11.11                | 11.33                | 11.56                | 11.79 |
| 4         | Seasonal Warehouse,<br>Seasonal General Office | <i>Start:</i>        | 11.04                | 11.04                | 11.04                | 11.04 |
|           |  | <i>6 Mos:</i>        | 11.15                | 11.15                | 11.15                | 11.15 |
|           |  | <i>12 Mos:</i>       | 11.34                | 11.45                | 11.56                | 11.68 |
|           |  | <i>24 Mos:</i>       | 11.65                | 11.88                | 12.12                | 12.36 |
| 5         | Sales Clerk                                    | <i>Start:</i>        | 11.32                | 11.32                | 11.32                | 11.32 |
|           |  | <i>6 Mos:</i>        | 11.43                | 11.43                | 11.43                | 11.43 |
|           |  | <i>12 Mos:</i>       | 11.64                | 11.76                | 11.88                | 12.00 |
|           |  | <i>24 Mos:</i>       | 11.96                | 12.20                | 12.44                | 12.69 |
| 6         | Photo Librarian<br>Effective Dec 1/96          | <i>Start:</i>        | 12.10                | 12.10                | 12.10                | 12.10 |
|           |  | <i>6 Mos:</i>        | 12.22                | 12.22                | 12.22                | 12.22 |
|           |  | <i>12 Mos:</i>       | 12.43                | 12.55                | 12.68                | 12.81 |
|           |  | <i>24 Mos:</i>       | 12.78                | 13.04                | 13.30                | 13.57 |
| 7         | Temporary Accounts<br>Payable Clerk            | <i>Start:</i>        | 12.50                | 12.50                | 12.50                | 12.50 |
|           |  | <i>6 Mos:</i>        | 12.63                | 12.63                | 12.63                | 12.63 |
|           |  | <i>12 Mos:</i>       | 12.85                | 12.98                | 13.11                | 13.24 |
|           |  | <i>24 Mos:</i>       | 13.20                | 13.46                | 13.73                | 14.00 |
| 8         | Regular Warehouse<br>Regular General Office    | <i>Start:</i>        | 13.59                | 13.59                | 13.59                | 13.59 |
|           |  | <i>6 Mos:</i>        | 13.86                | 13.86                | 13.86                | 13.86 |
|           |  | <i>12 Mos:</i>       | 14.25                | 14.39                | 14.53                | 14.68 |
|           |  | <i>24 Mos:</i>       | 14.63                | 14.92                | 15.22                | 15.52 |
| 9         | Section Heads                                  | <i>Start:</i>        | 14.26                | 14.26                | 14.26                | 14.26 |
|           |  | <i>6 Mos:</i>        | 14.40                | 14.40                | 14.40                | 14.40 |
|           |  | <i>12 Mos:</i>       | 14.66                | 14.81                | 14.96                | 15.11 |
|           |  | <i>24 Mos:</i>       | 15.04                | 15.34                | 15.65                | 15.96 |
| 10        | Computer Operator                              | <i>Start:</i>        | 14.50                | 14.50                | 14.50                | 14.50 |
|           |  | <i>6 Mos:</i>        | 14.65                | 14.65                | 14.65                | 14.65 |
|           |  | <i>12 Mos:</i>       | 14.90                | 15.05                | 15.20                | 15.35 |
|           |  | <i>24 Mos:</i>       | 15.32                | 15.63                | 15.94                | 16.26 |
| 11        | Administrative Clerk                           | <i>Start:</i>        | 14.87                | 14.87                | 14.87                | 14.87 |
|           |  | <i>6 Mos:</i>        | 15.02                | 15.02                | 15.02                | 15.02 |
|           |  | <i>12 Mos:</i>       | 15.29                | 15.44                | 15.59                | 15.75 |
|           |  | <i>24 Mos:</i>       | 15.70                | 16.01                | 16.33                | 16.66 |
| 12        | Senior Accounting Clerk                        | <i>Start:</i>        | 16.53                | 16.53                | 16.53                | 16.53 |
|           |  | <i>6 Mos:</i>        | 16.70                | 16.70                | 16.70                | 16.70 |
|           |  | <i>12 Mos:</i>       | 16.99                | 17.16                | 17.33                | 17.50 |
|           |  | <i>24 Mos:</i>       | 17.46                | 17.81                | 18.17                | 18.53 |
| 13        | Assistant Editor                               | <i>Start:</i>        | 17.00                | 17.00                | 17.00                | 17.00 |
|           |  | <i>6 Mos:</i>        | 17.17                | 17.17                | 17.17                | 17.17 |
|           |  | <i>12 Mos:</i>       | 17.34                | 17.51                | 17.69                | 17.87 |
|           |  | <i>24 Mos:</i>       | 17.46                | 17.81                | 18.17                | 18.53 |
| 14        | Supervisors                                    | <i>Start:</i>        | 17.26                | 17.26                | 17.26                | 17.26 |
|           |  | <i>6 Mos:</i>        | 17.43                | 17.43                | 17.43                | 17.43 |
|           |  | <i>12 Mos:</i>       | 17.74                | 17.92                | 18.10                | 18.28 |
|           |  | <i>24 Mos:</i>       | 18.22                | 18.58                | 18.95                | 19.33 |
| 15        | Circulation Manager<br>Effective Dec 1/96      | <i>Start:</i>        | 19.74                | 19.74                | 19.74                | 19.74 |
|           |  | <i>6 Mos:</i>        | 19.93                | 19.93                | 19.93                | 19.93 |
|           |  | <i>12 Mos:</i>       | 20.53                | 20.74                | 20.95                | 21.16 |
|           |  | <i>24 Mos:</i>       | 21.35                | 21.78                | 22.22                | 22.66 |
|           | Percentage Equivalents                         | <i>Start:</i>        | 0.00%                | 0.00%                | 0.00%                | 0.00% |
|           |  | <i>6 Mos:</i>        | 1.00%+               | 0.00%                | 0.00%                | 0.00% |
|           |  | <i>12 Mos:</i>       | 0.75%                | 1.00%                | 1.00%                | 1.00% |
|           |  | <i>24 Mos:</i>       | 1.50%                | 2.00%                | 2.00%                | 2.00% |

Signing bonus paid January 10, 1997

|                        |       |
|------------------------|-------|
| Per Regular Employee   | \$300 |
| Per Temporary Employee | \$100 |

- \* 6 months rate - after 975 hours accumulative worked in classification
- \*\* 12 months rate - after 1950 hours accumulative worked in classification
- \*\*\* 24 months rate - after 3900 hours accumulative worked in classification
- \*\*\*\* The Lead Hand rate is (25¢) an hour in addition to the above

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

\_\_\_\_\_  
John Shields, President

\_\_\_\_\_  
Maureen Gans  
Controller and Director of Operations

\_\_\_\_\_  
Linda Poon, Bargaining Committee

\_\_\_\_\_  
Heather Kochems  
Operations and Personnel Manager

\_\_\_\_\_  
Evelyn Foster, Bargaining Committee

\_\_\_\_\_  
Tony Owen  
Director, Publishing and Manufacturing

\_\_\_\_\_  
Harvey Hendrickson, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**APPENDIX 5  
CLASSIFICATION SERIES**

| <b>Classifications</b>  | <b>Classification Series</b> |
|---|------------------------------|
| Temporary Sales Assistant<br>Regular Sales Assistant<br>Sales Clerk   | Sales                        |
| Casual Warehouse<br>Seasonal Warehouse<br>Regular Warehouse   | Warehouse                    |
| Casual General Office<br>Seasonal General Office<br>Regular General Office<br>Section Heads   | General Office               |
| Temporary Accounts Payable Clerk<br>Administrative Clerk<br>Senior Accounting Clerk   | Accounting                   |
| Photo Librarian   | Photo Librarian              |
| Computer Operator   | Systems                      |
| Co-op Student<br>Assistant Editor   | Editorial                    |
| Supervisors   | Supervisors                  |
| Circulation Manager   | Circulation Manager          |
| <p><i>The above classification series are separate seniority blocks for the purpose of layoff and recall, with the various classifications shown within each classification series.</i></p> |                              |

**MEMORANDUM OF UNDERSTANDING #1**

**RE: ARTICLE 7.5, JOINT CONSULTATION COMMITTEE AND  
ARTICLE 23, CONTRACTING OUT**

1. The parties agree that any contracting out of work pursuant to Article 23 will be subject to discussion and recommendation of the Joint Consultation Committee established under Article 7.5.
2. Employees in addition to the four (4) official designates to the Joint Consultation Committee may be called upon to participate in the Joint Consultation Committee meetings on an ad hoc basis subject to the work area or work function being discussed.

**MEMORANDUM OF UNDERSTANDING #2**

**RE: INCENTIVE PROGRAM  
GOVERNMENT STREET LOCATION**

This memorandum is to confirm our agreement that the Joint Consultation Committee will meet as soon as possible to establish an employer incentive program, as above.

It is understood that the type of program will initially be on a trial basis, and that the Joint Consultation Committee shall review the program annually or as required.

The goal is that if there is a positive difference in store performance from the prior year, that this change would result in more take-home pay for the bargaining unit members.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John Shields, President

\_\_\_\_\_  
Maureen Gans  
Controller and Director of Operations

\_\_\_\_\_  
Linda Poon, Bargaining Committee

\_\_\_\_\_  
Heather Kochems  
Operations and Personnel Manager

\_\_\_\_\_  
Evelyn Foster, Bargaining Committee

\_\_\_\_\_  
Tony Owen  
Director, Publishing and Manufacturing

\_\_\_\_\_  
Harvey Hendrickson, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.